

(For internal use only)

# PURCHASE & WORKS MANUAL

July 2018



National Dairy Development Board  
Anand 388001

Owner : Purchase Group, NDDB, Anand



# Purchase & Works Manual

## Preface

*The National Dairy Development Board's (NDDB) creation is rooted in the conviction that our nation's socio-economic progress lies largely on the development of rural India.*

*The Dairy Board has been created to promote, finance and support producer-owned and controlled organisations. NDDB's programmes and activities seek to strengthen farmer cooperatives and support national policies that are favourable to the growth of such institutions. Fundamental to NDDB's efforts are cooperative principles and cooperative strategies*

*This manual is intended to provide detailed guidelines for purchase of goods/works and hiring of services for NDDB's own requirements as well as purchases for Service Recipients (as a Pure Agent). It is a written description of NDDB's aspiration of implementing uniform Purchase policy and procedures throughout the Organization. The procurement procedures defined in the Manual have been prepared largely on the basis of the Guidelines of Central Vigilance Commission (CVC).*

*The Manual is issued with due approval by the Board of NDDB.*

- *The manual shall be effective from July 2018*
- *The manual shall be available on the NDDB's intranet and will be kept up to date. All are requested to refer to the manual available in the intranet.*
- *It shall not be subjected to any un-authorized corrections or amendments.*
- *Any changes to the Manual must be approved by the Managing Director/Chairman, NDDB, Anand.*
- *In the case of amendment in any page, controlled copies would be released for replacement of old page.*
- *The master copy of this Manual in hard form is maintained by the Purchase Group at Anand.*

*The Group Head (Purchase), NDDB, Anand may be approached for any clarifications.*

Place: Anand  
Date: July 2018

O P Sachan  
Group Head (Purchase)



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# **Purchase & Works Manual**

## **PART – 1**

### **PURCHASE PROCEDURES**



# Purchase & Works Manual

## Part 1 - Section 1, Introduction

**Mission Statement of Purchase Group :** *“To procure the goods & services as per the requirement of the end-user at the most economical price from the manufacturers/ agencies with high integrity and competence through the highest level of business ethics.”*

### 1.1 Introduction

- 1.1.1 The National Dairy Development Board provides technical consultancy service to the Dairy Co-operatives, Government Organizations and Special projects for implementation of dairy development. Accordingly, NDDB, as a Pure Agent on behalf of the Service Recipients, is required to procure goods and services such as Plant & Equipment, Dairy machinery, consumables, sundry materials, Civil, Electrical, Mechanical, ETP works and hire consultancy and other services, etc. required for execution of various projects in the country. Apart from this NDDB also procures goods & services for its own use.
- 1.1.2 In order to ensure timely execution of the projects and proper utilization of funds, effective and timely purchase of quality equipment and machinery at most competitive prices is very much essential.
- 1.1.3 This Purchase & Works Manual enumerates the guidelines and procedures to be followed by officers of NDDB for procurement of goods, services and works required either for its own use or for execution of projects on behalf of the Dairy Co-operatives, Government Organizations and Special projects.
- 1.1.4 The purpose of this Manual is to define the procurement procedures of goods, works & services and to remove any ambiguity to the extent possible.
- 1.1.5 This Purchase & Works Manual is prepared based on the following principles:
- a) Select contractors/ suppliers/ consultants/ service providers of high integrity and competence and conduct business with the highest level of business ethics.
  - b) Purchase Group will make purchases against indents raised by various Indenters, except in some emergency cases when other Groups may make purchases as per Delegation Of Powers (DOP).
  - c) The negotiation whenever required with the contractor/ supplier should be carried out, only by a committee consisting of at least one member each from Purchase, Accounts and the Indenting Group.



## Purchase & Works Manual

- d) All commercial correspondences till the finalisation of the contract with suppliers shall be done only through the Purchase Group, except for emergency purchases made by other groups.
- e) The Purchase Group may seek clarifications from the Indenting Groups with regard to specifications, quantities and the material required, in order to ensure the best interest of the organization. The Purchase Group may also seek the help of Indenting Group in evaluation of offers.
- f) This Purchase & Works Manual is for “internal use” of the NDDB officers and is to be read in conjunction with the “NDDB ACT”, “REGULATIONS” and “THE DELEGATION OF POWERS (DOP)”.

### 1.2 Objectives of Purchase Group

- 1.2.1 To arrange procurement of “Goods, Works and Services”, against specific indents and contribute to effective and timely implementation of the projects while complying with the procedures outlined in this document

To procure the required material and services of the prescribed specifications, from reliable sources in right quantities and at the right time and prices.

- 1.2.2 To develop new vendors in association with the Indenting Groups / Concerned Functional Groups.
- 1.2.3 To review the procurement policies and procedures and advise the management on these matters.
- 1.2.4 To update the knowledge on the Import / Export policies and procedures and other Regulations of the Govt. of India and pursue the changes as and when required.
- 1.2.5 To ensure that the economic and legal interests of the organization are safeguarded at all times.
- 1.2.6 All changes / modifications in the manual will be effected only by the Purchase Group at Anand from time to time.
- 1.2.7 Guidelines issued by Central Vigilance Commission (CVC) from time to time should be followed at all stages of purchase functions.





# Purchase & Works Manual

## Part 1 - Section 2, Definitions

### 2.1 Works

Includes Civil & Structural works including providing Horticulture, Landscaping services, roads, land development, interior works and customized furniture, Internal Electrification & Effluent Treatment Plants, turn key jobs involving supply and/or installation & commissioning of equipment etc.

### 2.2 Competent Authority

Means the authority/ officer who is authorized to exercise the powers delegated to him through an office order. In other words, unless provided for otherwise, the officer who is authorised to approve a contract as per DOP shall be the Competent Authority.

Approval for amendment to such contracts shall be obtained as per DOP and the amendment should be issued by Purchase Group.

### 2.3 NDDB's Internal Works & Projects for Service Recipients

The works are divided into two categories, namely, NDDB's own works (Capital and Revenue) and external projects for various Service Recipients.

Capital works comprise of all new constructions whether of entirely new work or of additions and major alterations to the existing works and also special repairs required to previously abandoned structure for making them suitable for use.

The revenue works shall comprise repairs, renewals or such periodical service like white washing, colour washing, painting and routine maintenance services like sanitation services, horticultural services, pest control, air conditioning, electrical and other allied services etc.

The external projects shall mean works for Service Recipients such as unions, federations etc.

### 2.4 Abbreviations used in this Purchase & Works Manual

A list of abbreviations used in this Purchase & Works Manual is given at the end of the Manual.



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## Part 1 - Section 3, Indenting Procedure

### 3.1 Indenting Procedure

Indent or "Purchase Requisition" is the basic document, which contains all the relevant information required for the procurement function. The indent should be prepared "On line" through the Purchase Module of ERP system by the concerned Indenting Group with all details like project code, basic code, item code, item details with technical specifications, budgetary provisions, estimated cost and delivery schedule, special instructions etc. The indent need to be approved "On line" by the indent approving authority and sent to Purchase group for necessary action.

### 3.2 General points to be examined by the Indenter before raising an Indent

- 3.2.1 Estimated cost of individual item of goods, works or services, as the case may be, should be checked on "ERP System" (if available in the system) with the budgetary cost of that item in the approved budget and also the availability of funds. In case the concerned item was not envisaged at the time of preparation of original budget, specific approval should be obtained from the Competent Authority before raising the indent.
- 3.2.2 When the expected estimated cost is more than the approved budget, then the indenter should obtain the approval from the Competent Authority for additional funds before sending the indent.
- 3.2.3 Indents should be raised well in advance so that enough time is available for inviting bids, bid analysis, placement of order. The lead time from Receipt of draft tender notice from the Indenting group to placement of Purchase order is about 60 days, except for "Off the shelf" purchases where a lead time of 30 days may be considered.
- 3.2.4 **The delivery/ completion period indicated in the indent should be realistic so as to minimize amendments for extension of delivery/ completion period after award of the contract.**
- 3.2.5 Specifications of items to be procured must be attached with the indent.
- 3.2.6 Indenter may obtain an indicative price / budgetary offer / technical details / specifications etc. from the prospective vendors, for the purpose of arriving at the estimates/ technical details of an item / equipment. For arriving at estimate, the internal data base may also be used.



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### 3.3 Indents for Internal Purchases

- 3.3.1 For the internal requirements of the various groups the indents for the items / works should be prepared in ERP system using the budget provisions approved for such purchases giving specification, quantity and estimated cost of the items required etc . After approval by the Competent Authority, it should be sent to the Purchase Group for initiating Procurement. The indenter may suggest names of prospective suppliers/ contractors. However, Purchase Group may finalise prospective suppliers/ contractors based on the previous data/ records/ experience/ market research etc.
- 3.3.2 In case of the indents for procurement of Capital Items, an approval of Competent Authority, as per DOP, for creation of the asset should accompany the indent.

### 3.4 Indents for External Project Purchases

In case of Project Purchases, the indenting group should ascertain the following before sending the indents.

- a) The Service Recipient has signed an agreement with NDDB.
- b) The Service Recipient has acquired the Site, in the case of new project.
- c) The indenter should examine the delivery/ completion period and the estimated cost from a realistic angle.
- d) Project schedule, preferably in the form of a Bar Chart/ MS – Project should be finalized.
- e) Financial approval for NDDB funded projects & Technical Sanctions for raising project indents are obtained from the Competent Authority.

### 3.5 Indents for Projects Financed by Service Recipient

- a) In case of projects, financed by the Service Recipients out of their own fund, are taken up for execution by NDDB on Consultancy basis, the availability of fund, as per service agreement, should be got confirmed from the Accounts Group by the indenter before raising the indent. However, in exceptional circumstances, Indent may be raised with approval of the Competent Authority.
- b) Miscellaneous Procurements:- The requests for procurement of miscellaneous goods/equipment received directly from the Unions/ Federations against their own fund, should first be accepted by the concerned functional group after seeking approval of the Competent Authority. Procurement action will be initiated by the Purchase Group



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based on the indent raised by the functional group. Indent shall be raised only after receipt of fund as per the Service Agreement.

### 3.6 Changes in the Indent

- 3.6.1 While the indent is under process for placement of order/ contract, changes should not be made to the extent possible. However, the indent value may be changed, wherever required, by amending the indent online after obtaining approval of the Competent Authority.
- 3.6.2 Withdrawal/ Cancellation of Indent - Before placement of the order, if the indent needs to be cancelled due to change in the requirement, then approval should be obtained by the indenter from the Competent Authority. A copy of the approval of the Competent Authority is to be forwarded to Purchase Group.



# Purchase & Works Manual

## Part 1 - Section 4, Procedure for Invitation of Bids

### 4.1 Procedure for Invitation of Bids

The bids may be invited either by sending restricted enquiry to reputed bidders or by publishing an advertisement in the newspaper where the invitation is open to all prospective bidders. Various methods to be used for invitation of bid and the procedure to be followed in each case is enumerated below.

**Important** – As far as possible, the Bids should be invited on Firm price basis and on Free delivery at site, inclusive of applicable taxes, duties, transportation, insurance, services etc.

### 4.2 Open Bids

4.2.1 Open bids may be invited for procurement of Goods, Works & Services by publishing the bid notice in English/ Hindi language, in leading National / Regional/ local news papers, Trade Journals (for global bids) etc., as deemed appropriate after obtaining approval of Competent Authority towards cost of publication of bid notice.

4.2.2 Normally, a time period of 15 days for publishing and minimum 3 weeks for sale & submission of the bids from the date of commencement of the sale of bid document should be given. However this period can suitably be modified according to specific needs of the project / indenter with the approval of Competent Authority. The last date of receipt of the bids should be the same as the date of opening of the bids. Normally the time of opening of bids should be half an hour later than the time of receipt of bids.

### 4.2.3 Publication of Bid Notice in Newspapers, e-portal used by NDDB

For publication of Open / Restricted tender notice, the criteria should be :

Estimated Cost	Type	Remarks
Upto Rs. 20 Lakh	Restricted Bids	Invitation of Bids are not to be published
More than Rs. 20 Lakh and upto Rs. 50 Lakh	Open On-line (e-tendering) Bids	Invitation of Bids are to be published in NDDB website and e-portal used by NDDB
More than Rs. 50 Lakh	Open On-line (e-tendering) Bids	Invitation of Bids are to be published in newspapers, in NDDB website and e-portal used by NDDB



## Purchase & Works Manual

A small display advertisement, as per format given in **Annexure - 1** briefly indicating the requirement/ salient features of invitation and contact details should only be published in the news papers.

**A detailed Bid Notice and the complete bidding document should be put on NDDDB web site/ e-portal used by NDDDB.**

### 4.2.4 Use of Standard Bidding Documents

The Standard Bidding Documents (SBD) should be followed for inviting the bids for all type of contracts as far as possible. However, for small value contracts, use of standard printed terms & conditions is recommended (**Annexure - 11 or 13**) for indigenous or import enquiry respectively. Generally, SBD will consist of the following:

- a. Check List
- b. Invitation for Bids (IFB) including Minimum Eligibility Criteria
- c. Instructions to the Bidders
- d. General Conditions of the Contract
- e. Special Conditions of the Contract
- f. Schedule of Requirement
- g. Technical Specifications and Schedule of Quantities (SOQ)
- h. Bid Form & Price Schedule
- i. Forms of Bank Guarantees
- j. Contract Agreement Form
- k. Deviation Statement Forms
- l. Information on Bidders Qualifications / Schedule of Supplementary Information
- m. Manufacturer's Authorisation Form (For Equipment)

### 4.2.5 Validity period for the Bids

All bids should be valid as under from the date of bid opening:



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- i) for Restricted enquiries : 90 days
- ii) for Open tenders : 120 days

However the validity period indicated above can be suitably modified as per the specific needs and the minimum validity period should be 30 days.

### 4.2.6 Minimum Eligibility Criteria for Bidders

The minimum eligibility criteria should always be mentioned in the Bidding Documents. This however need not be mentioned in the display advertisement to minimize advertisement cost.

The following criteria may be used as minimum qualifying criteria:

- a) The Bidder, in the same name & style, should be in business atleast for five years at the time of bid opening. In case of change of name of the bidder by merger/ acquisitions/ change in status, the bidder may be eligible based on the documentary evidence.
- b) The bidder should have valid registration under various Acts that may be applicable for the contract proposed. This shall include but not limited to Income Tax, Companies Act, Goods & Service Tax (GST), the Building and other construction workers' welfare Cess Act, Employee State Insurance, Contract Labour, Provident fund etc.
- c) The Bidder's financial turn-over in the same name & style during each of the last three financial years (to be specified in the bid document) should not be less than 60% of the estimated cost.
- d) The bidder should have positive net worth atleast in last two financial years.
- e) The bidder should have cash profit in any two financial years out of the last five financial years.
- f) The Bidder, in the same name & style, should have successfully executed/ completed contracts of similar nature ( **to be specified in the bid document**) during the last five years ending last day of the month previous to the month in which bid is opened, either of the following:
  - (i) One contract/ work of similar nature costing not less than 80% of estimated cost. **OR**
  - (ii) Two contracts/ works of similar nature each costing not less than 50% of estimated cost. **OR**



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- (iii) Three contracts/ works of similar nature each costing not less than 40% of estimated cost.

For Civil works, the following should be added :

**Notes :**

- a) The contract means the work done against one work order on a single location.
- b) Cost of contract/ works, excluding the cost / recovery of materials supplied by the purchaser shall be considered for evaluation.

***For Boilers with 5TPH or higher capacity, the following eligibility criteria with respect to the `Completion of similar nature of works in the last 5 years' (in lieu of Clause 4.2.6 f above) shall be used :***

The Bidder, in the same name & style, should have successfully executed/ completed contracts of similar nature (to be specified in the bid document) during the last five years ending last day of the month previous to the month in which bid is opened, either of the following:

- (i) One contract/ work of similar nature costing not less than 70% of estimated cost. OR
  - (ii) Two contracts/ works of similar nature each costing not less than 40% of estimated cost. OR
  - (iii) Three contracts/ works of similar nature each costing not less than 30% of estimated cost.”
- g) In addition to the above, the following information/ documents should also be obtained from the bidders and evaluated for determination of their eligibility:
    - (i) Copy of the Income Tax Returns for three previous years for income tax purpose.
    - (ii) Copy of TDS certificate issued by the clients to substantiate the claim for the value of works executed in the private sector.
    - (iii) Copy of form 26AS for the last three Financial years.
  - h) Even though the bidder meets the specified criteria, it may be disqualified if it has:





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- (i) Made untrue or false declaration in the forms, statements and attachments submitted in proof of their qualification or
- (ii) Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delays in completion or financial failure etc. or
- (iii) If the bidder is over booked beyond his capacity to execute the work as per required schedules, the bidding capacity for civil and structural works will be worked out based on the methodology defined as under :

$$\text{Assessed Available bid capacity} = (A*N*1.5-B)$$

Where,

- A= Maximum turnover achieved in any one year during the last three years  
N= Number of years (Number of months/12) prescribed for ready for erection as specified in Invitation for Bid.  
B= Value of on-going works to be completed during the ready for erection period.

The available bid capacity of the bidder shall be worked out on the basis of ready for erection time and cost (i.e. -----% of the estimated cost) (to be decided by the Indenting Group).

The above criteria can be modified suitably, based on the specific needs with the approval of the Group Head (Indenting Group).

In case of Foreign Technical collaborations, documentary evidence of the collaboration and proof of work experience of foreign collaborator should be submitted. In such cases , the foreign technical collaborator should meet the minimum work experience criteria and the Indian counterpart should meet the turn over criteria specified in the bidding document.

#### 4.2.7 **Number of sets of Bidding Documents/ Tender books to be issued (for manual mode of tendering)**

For all open bid Purchases, a set of only one bidding document should be issued to the prospective bidders. Alternately, bidders can download the tender from the NDDDB website. The bidding document is to be returned/ submitted by the bidder, duly signed and sealed by their authorized signatory, on each page of the bidding document while submitting the bid **(Not applicable in the case of E-tendering)**.



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### 4.3 Restricted Bids

4.3.1 Bids on restricted basis can be invited for procurement of the items /works up to an estimated total value of Rs. 20.00 Lakhs from approved manufacturers/ contractors/ suppliers or their authorised agents. These bidders can be selected from the database available in the ERP system/ Centralized data bank maintained by the Purchase group. New vendors may be considered for short listing, only after ascertaining their credentials. The criteria and basis for selection of the vendors for restricted enquiries should be documented and included in the purchase proposal being put up to Competent Authority for approval.

4.3.2 Restricted bids can also be invited, after obtaining Competent Authority's approval, where estimated value of an item/ works is more than Rs. 20.00 lakhs in the following cases

- a) Urgency of requirement
- b) Equipment/ items/ works for which there are very limited suppliers.
- c) Specialised works
- d) Proprietary items/ works.

4.3.3 Normally the time period for submitting the bids should be 2 weeks from the date of issue of the enquiry. However this period may suitably be modified against specific needs.

4.3.4 **Important** - The restricted bids, wherever invited without the use of Standard Bidding Documents (SBD), should be invited based on standard printed terms & conditions of Enquiry (**Annexure – 11 or 13** for indigenous or import respectively) giving full description, specifications and quantities of the Items/ works required.

4.3.5 In the case of restricted bids, placement of order on the lowest technically acceptable bid is a must.

### 4.4 Global Bids

4.4.1 When the goods/ equipment are not available in India or for getting the latest State of Art technology for the goods/ equipment, it becomes necessary to invite bids from foreign suppliers either through restricted bid enquiry or open bid basis.

4.4.2 Depending upon the response time required, the bid notice for global bids may be published in the Indian Trade Journal, in addition to National Newspaper(s)



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4.4.3 Relevant INCOTERMS (**Annex – 32**) should be included in the tender.

### **4.5 Invitation of Bids following Two Stage Bidding system**

Purchase of Plants, Equipment and Works of complex and sophisticated nature where the detailed and accurate specifications/ technology involved could not be specified at the time of inviting bids or where the plant/ process is to be designed/ proposed by the bidder based on the requirements specified by NDDB, the bids should be invited following two stage bidding system.

In Two Stage Bidding system, the technical and commercial terms of the tender should be finalized through an Expression Of Interest (EOI) published in leading newspapers, prior to the sale of the tender. The draft tender document, specifying NDDB's requirements, shall be uploaded in NDDB website. On receipt of the EOI and the proposals/ observations from the leading experienced and knowledgeable manufactures/ suppliers, who are prima facie considered technically and financially capable of supplying the material or executing the proposed work, the interested manufacturers / suppliers and the stake holders (if felt necessary), should be requested to participate in a meeting to finalize the technical and commercial terms of the tender. However, while finalizing the tender, care should be taken to make the specifications generic in nature so as to provide equitable opportunities to the perspective bidders. Proper record of discussions/ presentations of the meeting and the process of decision making should be retained. Approval of the Competent Authority should be obtained for finalized changes in revised terms, conditions, specifications, scope of works, estimated cost etc., if any, with respect to the draft tender document. The finalized tender along with the Schedule of Quantities should be uploaded in NDDB website and e-portal used by NDDB for sale.

To save cost, the advertisement for Expression of Interest should also contain information related to the Estimated cost, Completion period, tentative schedule for Start/ Close of Sale of bid documents. A reasonable time gap may be maintained between the date of EOI and the sale of bid document.

### **4.6 Single Source Purchase/ Purchase on Nomination Basis**

4.6.1. In case of proprietary / specialised items where it may be necessary to procure the item from a single source only, the bid may be invited from such single source. The indenting group should, however seek approval of the Competent Authority, giving justification, for such purchases and enclose the approval alongwith the indent. The Competent Authority would be the Authority approving the purchase.



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As per CVC guidelines open tendering is the most preferred mode of tendering. In the circumstances, if sometimes award of contract on nomination basis becomes inevitable then “All works awarded above Rs. 10 Lakhs on nomination basis” should be brought to the notice of the NDDB Board for information. Purchase Group shall submit agenda note for information of the Board. (Typical Format attached at **Annexure - 17** ).

4.6.2 Generally, purchase on single source / nomination basis should be restricted to the following cases only :

- 1) Purchase of spare parts from the original manufacturer of the equipment.
- 2) Purchase of electrical fixtures, items and equipment required for expansion Projects, to have similarity in design with existing items and to maintain minimum inventory of spares for such items.
- 3) Additional items required during execution of Civil, erection, internal electrification and such other similar works contracts.
- 4) Specialized laboratory equipment where there is no alternate source.
- 5) Any item of proprietary nature.
- 6) Urgency of the requirement, with proper justification and approval of the Competent Authority.
- 7) For technical reasons, it is absolutely necessary to purchase the item of a specific make or from a particular source .

4.6.3 List of Proprietary items that could be purchased on Single source / Nomination basis:

- 1) Cars / Vehicles / Jeep (when specific make/ model indented).
- 2) Items covered under Royalty agreements (list attached – **Annexure - 15**).
- 3) Specific computer components / Licensed softwares/ Patented Items.
- 4) Spares and accessories from OEMs & authorised Dealers.
- 5) Maintenance / service contracts from OEMs & Authorised Dealers.
- 6) Medicines, special laboratory chemicals / consumables.
- 7) Consumables for Photo copiers, Printers, toner/ developer/ cartridge etc.



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- 8) Documentary films from the producers of the films.

### 4.7 e-Procurement

#### 4.7.1 Introduction

e-Tendering is a process to invite Bids electronically. e-Tendering (also known as “Electronic Tendering System”) is a Tendering System which can be used and operated through a Computer System connected to the Internet. All the tender activities upto the stage of price bid opening are executed online.

This chapter only covers guidelines for e-Tendering process, keeping all other guidelines, terms & conditions same.

#### 4.7.2 Tendering at NDDB

- The system of e-Tendering has been introduced in NDDB since January, 2017 using portal of MSTC Ltd.
- The e-Tendering platform facilitates downloading of bidding document by vendors, pre-bid meeting, submission of online bids, opening of Technical bids (also includes Commercial Terms & Conditions) and Price bids, and bid comparison. The Purchase Order is being issued in the ERP System.
- For operating the portal, NDDB has already purchased the required type & No. of Digital Signature Certificates.

#### 4.7.3 Criteria for e-Tender

For all the tenders with estimated value above 20 Lakh, the invitation of bid through e-tendering is to be followed. However, if the offline tendering system is to be followed, the indenter will obtain necessary approval from the Competent Authority.

For the estimated value of goods/services more than Rs. 20.00 Lakh but less than Rs. 50.00 Lakh the invitation for bids is published in NDDB website & e-portal used by NDDB only.

For the estimated value of goods/services for Rs. 50.00 Lakh and above, Invitation of Bids are to be published in newspapers, in NDDB website and e-portal used by NDDB



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### 4.7.4 Modes of Bidding

Following are the two main modes of Bidding:

- a) **Price Only bid** - The bidder will be asked to submit their price bid only. The bidders are not required to submit any technical bid. This mode is useful to procure off-the-shelf items where make and model of required material is pre-defined, like HP make Printer- Model abc, Sony make pendrive – Model 123 etc..
- b) **(Two Envelope Bidding) Technical cum Price bid** – This is a two envelop bid system. All the bidders will submit their Technical (including Commercial Terms & Conditions) and Price bids at the same time. The Technical bids will be opened on the bid opening date/time as mentioned in the bidding document. After evaluation of technical bids, the price bid of responsive bidders will be opened.

### 4.7.5 Tender / RFP Document (sale of bidding document)

The Tender / RFP Document should be uploaded on e-Tendering Portal and NDDDB website. There would not be any sale of physical copy of documents. All the subsequent corrigendum should be uploaded on e-Tendering portal & NDDDB website.

### 4.7.6 Bid Document / Tender Fees – Not applicable

### 4.7.7 Registration by vendors:

All the vendors who wish to participate in the e-tendering process, are required to get themselves registered in the portal of the service provider by submitting necessary documents online. Such vendors are also required to have digital signature certificates.

### 4.7.8 Transaction Fees (Service Provider Fees)

Transaction Fees (Service Provider Fees) is the charges to be paid to Service Provider by bidder/service recipient for availing e-Tendering Portal services. The transaction fees would be payable either annually or event wise. The transaction fee amount would be as per the agreement between NDDDB (service recipient) and service provider and should be clearly mentioned in the bidding document.

### 4.7.9 Submission of EMD

Bidders must submit their EMD in original to the office of NDDDB in a sealed cover before opening of the technical/ commercial bid. The last date and time for submission of EMD should be minimum half an hour before the actual



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time of opening of bid (technical). The Date and time for submission of EMD must be clearly mentioned in the tender document.

### 4.7.10 Bid Submission

In case of Two envelop bid, the bidders will submit their bids in two parts, i.e. Technical (Part-I) & Price bid (Part-II), electronically duly digitally authenticated by Digital Signature Certificate.

In case of Price only bid, the bidders will submit their price bids only.

### 4.7.11 Bid Opening & Bid Evaluation

Bid opening will be done electronically and the participating bidders will get the information about bid opening electronically through e-tender portal. The e-tender portal will generate standard bid opening statement. However, Bid Opening Statement will also be prepared as per the format placed at **Annexure 3A**.

#### Part I – Technical Bid Opening

The online technical bids submitted by bidders are opened at the bid opening date & time as mentioned in the bidding document in the presence of representatives of Purchase, Accounts and Indenting Group. The purchase officer will download all the bids. Downloaded bids will be forwarded to Indenter/User Group and Accounts Group for evaluation of the bids.

During technical evaluation, the indenter may seek necessary clarification/ documents from the bidders through email only and a copy of the same should be forwarded to Purchase Group alongwith technical recommendation. Bids shall be evaluated as per the criteria mentioned in the tender document.

#### Part II – Price Bid Opening

Price bids found responsive in technical evaluation shall only be opened in the presence of representatives from Purchase, Accounts and Indenting Group. Responsive bidders are to be intimated about the date and time of price bid opening. The e-tender portal will generate a price comparative report. However, the price bid opening statement shall be prepared as per the format placed at **Annexure- 3B**.

Subsequent actions for preparation of Purchase Committee Proposal, seeking necessary approval and issuance of Purchase Order shall be the same as followed for manual tendering process.



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## Part 1 - Section 5, Special Requirements for Project Purchases

### 5.1 Special requirements for Project Purchases

In the case of Project Purchases, the following three sanctions are the basic prerequisites, which are required to be fulfilled by the indenting group, before any actions for procurement are initiated (Invitation of Bids) or a liability is incurred in connection with it.

- a) Financial Sanction
- b) Service Agreement
- c) Technical sanction

While the first two approvals/ sanctions pertain to a project and obtained at the time of taking up the project, the third one (Technical Sanction) is required for every bid invitation.

The Technical sanction is explained in detail, as under :

### 5.2 Technical Sanction

5.2.1 The technical sanction shall consist of an approval for draft tender notice (IFB), pre-qualification criteria (if different from the standard eligibility criteria followed), technical specifications, NIT value, schedule of quantities with estimated rates, basic rates of Cement, reinforcement steel and other items, the IFB value for tender purpose etc. and the same shall be approved by the Competent Authority of the indenting group. This approval is known as technical sanction of the work and shall be obtained prior to raising of indent & invitation of bids. Technical sanction shall include budget provision for the work/ job and confirm the fund availability.

**Important** - As far as possible SBD or NDDDB's printed terms & conditions along with standard technical specifications should be adopted for invitation of bids. In case there is any deviation from the standard terms and conditions or some unique requirement in the eligibility criteria is felt necessary, approval of the Competent Authority ((the Authority approving the Purchase proposal) / Chairman (for the proposal to be approved by the Board)) shall be obtained by the Indenting Group and forwarded to the Purchase group along with the Indent.

### 5.2.2 Schedule of Rates/ Cost Estimates

In order to ensure that estimates for Civil works are prepared in detail for accord of Technical Sanction, concerned officers are required to prepare rate analysis of all major items on the basis of the prevailing market rates of material and labour. Basic rates of critical material and labour used in the





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cost estimates should be obtained from the available source near to the project site or else the rates of previous orders issued in the recent past, modified suitably, should be considered while preparing the cost estimate.

In case of plant, equipment, other goods including fabricated items, the rates of previous orders, modified suitably or lowest budgetary offers from reputed manufacturers, dealers, contractors etc. should be obtained and incorporated in the cost estimates.

### 5.3 Appointment of Architects/ Consultants

5.3.1 Consultant may be appointed for Architectural & Structural Consultancy & other works for which in-house expertise is not available, with prior approval of the Competent Authority as per delegation of power.

#### 5.3.2 Selection of Architectural & Structural Consultants

The procedure / guidelines for appointment/ engagement of Architectural & Structural consultants, on competitive basis, from the empanelled list of consultants shall be as per the details enclosed at **Annexure - 2**.

5.3.3 The Architectural & Structural Consultants should be appointed through open tendering process by inviting an Expression of Interest for providing "Comprehensive Architectural and Structural Consultancy Services" for various Dairy plants/ powder plants / Cattle Feed Plants/ Milk Chilling centres, Animal Shed & Semen laboratories, Scientific and research institutions, Institutional and other infrastructure development projects under various categories . The Request for Expression of Interest should specify the Eligibility Criteria, the Categories of Empanelment, Instructions & Guidelines for submission of application form, the evaluation criteria and the various formats for furnishing details about the organization, its financial status, Jobs completed, jobs in hand etc.



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## Part 1 - Section 6, Type of Contracts

### 6.1 Type of Contracts

Following are the types of contracts for which bids should be invited using either SBD or printed terms & conditions of Enquiry, as applicable.

#### 6.1.1 Supply only Contracts

#### 6.1.2 Design and / or Supply, installation, testing & commissioning Contracts

#### 6.1.3. Lump sum Contracts

#### 6.1.4 Item Rate Contracts

Where the correct / exact quantities of items of work cannot be determined in advance, a contract may be entered into for different items of works based on estimated quantities. In this case, the various items of work involved and the estimated quantities thereof will be included in the bid documents, and bidder will be required to quote rate for each of the items of works included in the bid. On the basis of the rates quoted and the estimated quantities, the estimated value of the bid will be computed for purpose of acceptance. Such contracts are generally adopted for Civil construction & Internal Electrification works.

#### 6.1.5 Annual Maintenance Contracts (AMC) – In order to keep Equipment / Instruments in good working condition, AMC may be issued to get preventive and breakdown maintenance services for equipment like AC plants, lifts, lab equipment / Instruments, Office equipment etc. AMCs are typically of two types:

- a) Non Comprehensive
- b) Comprehensive (including all spare parts etc.)

#### 6.1.6 Annual Rate Contracts (ARC) – The rates for supply of goods are finalised for a fixed period of one year based on the agreed discounts on the price list and other terms & conditions. These are mostly used for supply of Laboratory chemicals, Reagents, Glasswares, Printer cartridges, Journals and Periodicals, Food items, Ironing, Catering services, Courier Services etc.

#### 6.1.7 Contracts of Special Nature – for providing services eg anti-termite, pest control, ground water & contour survey work, soil investigation, dismantling of old equipment/works, repairs & overhauling works, hiring of warehouses, transportation, Operations & Maintenance etc. These may be combination of item rate and/ or Lump sum rate contracts.



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## Part 1 - Section 7, Sale of Bidding Documents

### 7.1 Sale of the bidding documents

For tenders floated through e-tendering process, no tender fee shall be applicable. However, in case of open bids through manual mode, where the bids are required to be submitted in physical form, the bidding documents may be sold to prospective bidders at a price as given below:

- a) for Estimated value up to Rs.50.00 lakhs - Rs. 1000/-
- b) for Estimated value of more than Rs.50.00 lakhs but upto Rs.200.00 lakh - Rs. 2000/-
- c) for Estimated value more than Rs.200.00 lakhs but upto Rs.500.00 lakhs - Rs. 3000/-
- d) for Estimated Value more than Rs.500.00 lakhs - Rs. 5000/-

The above prices are for issuing a set of bidding documents and are not applicable for bidding documents down loaded by the bidders.

**Note:** The price of Bidding document shall be inclusive of all taxes as applicable as per rules and the same should be stated in the bidding documents.

- 7.1.1 The postal/ courier charges for sending the bidding documents should be indicated in the bid notice and in the bidding documents. These are over & above the price of bidding documents and may be kept in the range of Rs.250/- to Rs.500/-, inclusive of all taxes, payable by the bidder in the form of Demand draft.
- 7.1.2 In case of special projects or wherever felt necessary, the price of the bidding document may be kept at a higher level (to be decided by Group Head-Purchase).
- 7.1.3 The bidding documents should be sold to all the prospective bidders who submit their written request and deposit the cost of the bidding document and Postal/Courier charges in the form of Demand Draft , as per the bid notice.
- 7.1.4 The bidding documents for restricted bids may be issued to the short listed bidders free of cost.



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### 7.2 Downloading of Bidding Documents from web site

- 7.2.1 The bidding documents for all open bids shall be hosted on web site of NDDB and e-portal used by NDDB the same should be available for downloading by the bidders from NDDB website ([www.nddb.org](http://www.nddb.org)) / e-portal used by NDDB.
- 7.2.2 In case of any discrepancy in the downloaded bid and the bidding documents, the bidding documents preserved in original at NDDB shall be taken as final and shall override the bid submitted by the bidders. In case, if it is detected, at any time, that any material alterations or changes or additions or deletions etc. have been made by the bidders, then notwithstanding the awarding of the contract to the bidders, it shall be lawful for NDDB to forthwith rescind the contract entered into by such fraud and misrepresentation, seek damages against such unscrupulous party, black list such party and/ or initiate such other actions as may be available to NDDB.

**For e-tendering process, please refer to Part 1 Section 4**



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## Part 1 - Section 8, Earnest Money deposit (EMD)

### 8.1 Earnest Money Deposit (EMD)

- 8.1.1 To safeguard against the bidders withdrawing their bid within the validity period, the bidders should deposit an earnest money with NDDB where ever asked for by NDDB. The EMD can be forfeited by the Purchaser if the bidder is not earnest about their bid and withdraws it before the validity period is over.
- 8.1.2 In case of all bids, about 1% of the estimated value of works specified in the bidding documents, expressed in terms of the nearest hundred rupees, should be collected from the bidder towards EMD. The EMD, shall be in the form of DD in favour of "National Dairy Development Board", payable at Anand from any Nationalised Bank / Scheduled Bank/ Foreign Banks having branches in India, for works with estimated cost up to Rs. 5.0 Crore. The EMD for works with estimated cost above Rs. 5.0 Crore shall be accepted either in the form of Demand Draft in favour of "National Dairy Development Board", payable at Anand from any Nationalised Bank / Sceduled Bank / Foreign Banks having branches in India or Bank Guarantee of required validity period from any Nationalised Bank / IDBI Bank / Foreign Bank having branches in India. Format for BG is given at **Annexure - 7**. Bids received without EMD or with improper EMD should be rejected. A higher EMD can also be asked, depending on the complexity of the bids & nature of items required.
- 8.1.3 No interest shall be paid by NDDB on the EMD amount deposited by the bidders.
- 8.1.4 The Bank Guarantee for EMD should be valid for minimum 45 days beyond the validity of the bid or till the placement of order on the technically acceptable lowest bidder and acceptance of the order by the same bidder. To avoid rejection of bids due to inadequate validity of the bank guarantee, the "Date" for the validity of bank guarantee should be mentioned in the bid document. In case for any reason, if the contract is not concluded within the bid validity period, extension of EMD and bid validity shall be sought from all the bidders.
- 8.1.5 In case of restricted bids, EMD @ about 1% of the estimated value should be asked for, where the situation so demands and it is felt necessary to have the EMD in the interest of NDDB. However, **in the case of procurement where estimated cost is more than Rs. 10.00 lakhs, the EMD should invariably be asked.** For EMD validity and Form, please refer to clause No. 8.1.2, 8.1.3 & 8.1.4.



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- 8.1.6 After placement of the order, EMDs of unsuccessful bidders may be returned as per terms & conditions of the enquiry/ tender. The EMD of the successful bidder should be returned after completion of all contracting requirements. EMDs not as per tender requirement and of non-responsive bids should be returned immediately.



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## Part 1 - Section 9, Procedure for Bid Opening

The procedure for opening various types of bids shall be as under:

### 9.1 Opening of bids received against Open Tenders (LCB/ICB) – Two Envelop System

9.1.1 All bids received against open tenders should be opened at the time & date specified in IFB in presence of Bidders' representatives by a committee comprising the representatives of the following groups.

- Purchase
- Accounts
- Indenting

9.1.2 Normally, not more than two representatives of each bidder may be allowed to attend the bid opening.

9.1.3 Bids shall be opened in two stages;

- a) In the first stage, the envelope containing EMD, Technical and Commercial Bid (without price), shall be opened in the presence of representatives of the bidders.
- b) Price bid of only responsive bids shall be opened in the second stage on the specified date & time, in the presence of bidders' representatives. Bidders whose bids are found responsive in the first stage, shall be informed of the date & time of price bid opening, giving them sufficient time to attend the same.

9.1.4 The following procedure should be carried out while opening the bids:

#### l) Technical Bid (First Stage)

Bids received should be arranged alphabetically and opened in the same order. The covering page, of original bids must be signed by each of the committee members present for the bid opening.

- a) The bids received are arranged alphabetically and numbered like 1/10, 2/10, 3/10, etc on all the envelopes of each bid.

Envelopes in which the bids are received should be signed by each of the committee members. The signed envelope should be kept along with the respective bids.



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- b) Bid opening statement containing the details of Bidders, EMD and Remarks, if any shall be prepared and signed by all the members of the bid opening committee.

The representatives of the bidders who attend the bid opening should sign on the bid opening statement confirming their attendance.

The following details of the bidders should be recorded as per the format given in **Annexure – 3A** and the same should be kept along with other documents pertaining to the bids.

- i) Names & addresses of the bidders who have submitted the bids.
- ii) Names & signatures of representatives of bidders who attended the bid opening.
- iii) Tender fee and EMD details such as EMD amount, DD/ BG submitted by each bidder. In case of offers without EMD or improper EMD, the same should be recorded & signature of bidder's representative should be obtained on the format / statement, if he is present.

All the envelopes containing price bids shall be signed by all the committee members. All envelopes with price bids shall again be kept in one envelope. Tender details / Tender reference No. and the total numbers of price bids should be mentioned on this envelope which should also be signed by all the committee members and shall remain in sealed condition in the safe custody.

Immediately after opening of the bids, the EMDs received along with the filled in format/ statement should be handed over to the representative of the Accounts Group for needful actions at their end.

### II) Price Bid (Second Stage)

- a) The price bids shall be opened in the presence of representatives of the bidders.
- b) Only the price bids of the bidders found responsive in first stage evaluation, shall be opened.
- c) After opening the envelopes containing price bids, all the price bids should be signed by the members of the bid opening committee.





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All the corrections / overwriting in the bid prices/ terms and conditions should be circled and initialled in the bid. Any blank, against any item for which the rates are not filled up by the bidder, should also be circled after writing “not quoted” and initialled by the committee members.

- d) Bid opening statement containing the details of Bidders, Price quoted and Remarks, if any shall be prepared and signed by all the members of the bid opening committee and representatives of the bidders confirming their attendance.
- e) All the commercial details such as overall bid value, discounts offered and taxes & duties should be read out openly.

9.1.5 The following details of the bidders should be recorded as per the format given in **Annexure – 3B** and the same should be kept along with other documents pertaining to the bids.

- a) Tender reference No.,
- b) Technical bid serial No.,
- c) Names & addresses of the bidders
- d) Quoted price, discount, Remarks, if any.
- e) Names, Mobile No., E-mail ID & signatures of representatives of bidders who attended the bid opening.

### 9.2 Opening of Restricted Bids (RCB)

9.2.1 Opening of the restricted bids need not be carried out in the presence of the bidders or their representatives.

9.2.2 All bids received against restricted enquiry should be opened by the Purchase Group in presence of Internal Auditor. Wherever EMD is demanded, the bids should be opened by the Purchase Group in the presence of representative of Accounts Group and the Indenting Group.

9.2.3 The following procedure should be carried out while opening the bids:

- a) Prior to opening, the bids received are arranged alphabetically and numbered like 1/10, 2/10, 3/10, etc and opened in same order.
- b) The covering page and each page of the price schedule of the bids must be signed by all the committee members.
- c) All the corrections / overwriting in the bid prices/ terms and conditions should be circled and initialled in the bid. Any blank, against any item



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for which the rates are not filled up by the bidder, should also be circled after writing not quoted and initialled with date by the committee members.

- d) The total number of corrections, cuttings and blanks shall be noted down at the end of the page. In case there are correction / over writing etc, the same should be recorded at the end of the page as “One correction”, “Two corrections” etc and “One Over Writing”, and “Two Over Writings” etc.
- e) Envelopes in which the bids are received should also be signed by each of the committee members. The signed envelope should be kept along with the respective bids.

### **9.3 Opening of bids under Two Stage Bidding System**

- 9.3.1 Bid opening procedure in second stage bidding would be the same as Two Envelop system as described under clause 9.1

### **9.4 Bids received through E-Mail / Fax.**

Normally E-mail / Fax bids will not be accepted in case of sealed bids. However in case of Purchase from single source where source of supply is pre-fixed, E-mail/ Fax bids may be considered.

### **9.5 Bids received in open condition**

The bids received in open condition should be recorded as “received open” and may be considered, provided it is received before the specified time and date. All the members of bid opening committee must sign it.

### **9.6 Bids Received Late**

Late bids are those which are received after the due date & time. Late bids are not to be considered. In case of open tenders, the bids received late should not be considered and they should be returned to the bidder in un-opened condition through a registered letter with A/D or thru courier with proof of delivery instructions.

- 9.6.1 In the case of restricted bids and under following circumstances late bids received after the due date & time but before actual opening of the first bid may be considered with approval of Group Head (Purchase).

- a) Where bid response is poor and due to lack of competition, only few bids are received.



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- b) If the bid are received late due to any unforeseen circumstances or any force majeure conditions.

9.6.2 Under no circumstances, late bids received after opening of any bid against a particular tender/ enquiry should be considered.

**For e-tendering process, please refer to Part 1 Section 4**



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## Part 1 - Section 10, Cancellation/ Re-invitation of bids

### 10.1 Cancellation/ Re-invitation of bids

The cancellation and re-invitation of bids should be avoided as far as possible. However, if it becomes inevitable, the approval for cancellation/ re-invitation of bids should be obtained from the Competent Authority after receipt of proper justification from indent approving authority or recording justification for the same.

In the event of re-invitation of bids on restricted basis, such re-invitation communication should be sent to all the bidders, who have quoted against the original bids.



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## Part 1 - Section 11, Extension of Bid Sale

### 11.1 Extension of Bid Sale, Submission & Opening date

Extension of Bid Sale, submission & opening date should be avoided as far as possible. However, where it is inevitable i.e. in case of poor response or request from the bidders for extension, the extension of bid sale/ submission/ opening date for open/ restricted bids may be granted by Group Head (Purchase), preferably in consultation with the indenting group. This information of extension should be published in e-portal used by NDDB.

Copy of the corrigendum should also be attached in the unsold tender document.

In case of Open Bids, it shall be put on the NDDB's / e-portal used by NDDB in the form of "Corrigendum". To avoid further advertisement to save on advertising cost, it should be clearly mentioned in the NIT / IFB published in newspapers that any corrigendum / amendment would be posted only on NDDB website and e-tender portal, as applicable.



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## Part 1 - Section 12, Bid Analysis & Evaluation

### 12.1 Bid Analysis and Evaluation

All the bids should be evaluated techno – commercially. Technical evaluation should be done by the Indenting Group who would send their unambiguous recommendation, duly approved by the Competent Authority to the Purchase Group.

Technical evaluation should be done essentially based on the descriptions, specifications, drawings and other technical terms & conditions specified in the tender. It is important to judge whether an exception / deviation is major or minor. Minor exceptions / deviations may be waived provided they do not constitute any material deviation and do not have significant financial impact and also would not prejudice or affect the ranking order of the price bid. Exceptions / deviations should not grant the tenderer any undue advantages vis-à-vis other tenders and Procuring Entity.

### 12.2 Clarification of Bids / Shortfall Documents

During evaluation and comparison of bids, the purchaser may, at its discretion, ask the bidder for clarifications on the bid. The request for clarification shall be given in writing by registered / speed post / e-mail / fax, asking the tenderer to respond by a specified date, and also mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid shall be sought, offered or permitted. No post-bid clarification at the initiative of the bidder shall be entertained. The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. (Example: if the Permanent Account Number, GST registration No. has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above).

So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a supply order without its completion / performance certificate, the certificate can be asked for and considered. However, no new supply order should be asked for so as to qualify the bidder.

Commercial evaluation should be done on free delivery at site basis , as per terms & conditions of the tender, inclusive of all taxes, duties, incidental



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charges and after considering un-conditional discounts offered by the bidder, if any. The evaluated prices of various bidders should be tabulated item-wise and compared. The evaluated prices are the prices arrived after carrying out the adjustments/ loadings to bring them on a common platform as specified in terms & conditions of bidding document. It may however be noted that the adjustment in prices are carried out only for upward revision of quoted price and no reductions / rebate should be applied for any extra features / facility / component considered by the bidder in his bid.

Similarly the information furnished by the bidders towards their eligibility for the contract should also be tabulated point wise and the bidder's eligibility is determined against each of the conditions as specified in the bidding document.

Arithmetical correction for quoted price:

Bids determined to be substantially responsive will be checked by the NDDDB for any arithmetic errors in computation and summation. Errors will be corrected as follows:

“Where there is a difference between rates in figures and in words, the rates that corresponds to the amounts worked out by the bidders, shall be taken as correct. However, when the amount of an item is not worked out or it does not correspond with the rates written either in figures or words, then the rates quoted by the bidder in words shall be taken as correct. When the rates quoted by the bidders in figures and words tallies but the amount is not worked out correctly, the rate quoted by the bidders shall be taken as correct and not the amount.”

The amount stated in the form of bid will be adjusted by the NDDDB in accordance with the above procedures for the correction of errors and, with the concurrence of the bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount of bid his bid shall be rejected and the Earnest Money Deposit (EMD) shall be forfeited.

### 12.3 Points to be considered before evaluation of bids

- a) In case of restricted bids, if the enquiry was sent to bidder “A” and the offer is also submitted by bidder “A” stating that the order may be placed on their sister concern “B”, such a request shall not be accepted.

In case of restricted bids, if the enquiry was sent to bidder “A” and the offer is also submitted by bidder “A” stating that the order may be placed on their authorized agent “B”, such a request may be accepted provided the authorized agent confirms in writing their acceptance to all terms & conditions of the enquiry.



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- b) In case any bidder forwards the restricted bid enquiry sent to them to their sister concern/ authorized agent for quoting and the offer is submitted by the sister concern/ authorized agent, such offers can be accepted subject to submission of Authorization letter from the Principal / OEM and verification of technical & financial credentials of such a bidder, if felt necessary.

### 12.4 Evaluation of Bids & Loading Criteria

12.4.1 The following evaluation criteria shall be considered:

- a) **Price Basis :-** The bids shall be compared on Free delivery at Site on "FIRM" price basis inclusive of taxes/duties, considering the firm freight charges quoted by the bidders. In case the bidder has not given the free delivery at site price, clarification to this effect should be asked. In case no response is received within the specified time limit, their ex-works prices should be loaded as given below, to arrive at the free delivery at Site prices:

Packing and forwarding	: 2% of ex-works price
Freight charges	: 5% of ex-works price
Insurance charges	: 1% of ex-works price

Wherever the provision of price variation is applicable, the prices shall be compared after adding the maximum price variation ceiling quoted by the bidder to its quoted prices. (Refer section No.13.0)

- b) **Taxes/ Duties :-** The Taxes & duties as applicable, if not indicated or included by the bidder shall be loaded on case to case basis.

The following evaluation criteria shall be considered due to implementation of GST with effect from 01.07.2017 :

1. Whenever the option of Input Tax Credit is exercisable, the offer will be evaluated on the price exclusive of Goods and Service Tax.
2. Whenever the option of Input Tax Credit is not exercisable, the offer will be evaluated on total price inclusive of Goods and Service Tax.

The evaluation process should be spelt out in the tender document.

- c) **Payment Terms**

In case the bidder offers an alternate payment terms, the same may be considered after loading for the interest as per prevailing SBI Lending rate per annum earned on the differential amount received earlier by the bidder towards the deviation in payment terms.





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### d) **Alarmingly High/ Low Quoted Item Rates**

In the case of Item Rate Contracts where bids are evaluated on unit rate basis, the AHR (Alarming High Rate) items and ALR (Alarming Low Rate) items should be identified i.e. where the quoted rate of the item is below 60% or above 140% of the NDDB's/ Purchaser's estimated rate. A list of such items, separately for ALR & AHR items, with their rates & quantities should be attached with all copies of the order except original & duplicate copies.

***Important*** :- During evaluation & comparison of bids, AHR & ALR items should be identified & efforts should be made to negotiate on AHR items instead of accepting an overall rebate on total bid value. In case of ALR items, as we have enough security in terms of Performance Security Deposit (PSD) & Running Security Deposit (RSD), the additional security on account of ALR items, limited to value beyond 40% of the estimated rate (as illustrated below), should only be obtained which can be released on completion of all ALR items.

***Illustration:***

<i>Estimated rate of an item</i>	: Rs 100
<i>Item becomes ALR if quoted rate is less than</i>	: Rs 60
<i>Rate quoted by the bidder for the item</i>	: Rs 47
<i>Additional security required for the item</i>	: Qty.XRs.(60-47)

### 12.5 **Evaluation of Bids for Imported Goods/ services**

In case of bids involving imported goods or a combination of imported & indigenous goods or services, the evaluation of such bids should be carried out as under:

- a) In case of imported goods or services, the comparative price will be on CIP (Destination) basis
- b) Foreign Exchange rate as on the day of Bid Opening and as provided by State Bank of India will be utilized for comparison.
- c) Normally the variable prices and deviation in payment terms & other conditions are not acceptable. However, wherever bidder insists, the loading shall be done as applicable to indigenous cases (clause 12.4.1. above) on FOB price.
- d) In the case where enquiry is issued to Indian and foreign bidders and/ or our requirement includes items of both foreign & Indian origin then the bids shall be compared on landed cost at site basis and comparable price shall be calculated as given below. The cost loading towards



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deviations on commercial terms & conditions shall be done as per respective cases (clause 12.4.1 above).

### Foreign Component (A)

- i. CIF price : As quoted
- ii. Port handling charges : 1% of CIF value
- iii. Custom Duty  
(Basic +IGST+Cess) : At the prevailing rates on (i+ii) i.e. CIF price + port handling charges
- iv. L/C charges : to be calculated based on delivery/ completion
- v. Inland Freight + Insurance : To be estimated based on specific case
- vi. Custom clearance charges : 1% of CIF value

Sub Total **(A)** Foreign Component : Sum of (i+ii+iii+iv+v+vi)

Indigenous Component **(B)** : FOR site, as for Indigenous cases.

**Comparable Price** = sum of Foreign & indigenous component **(A + B)**

(Note: For import orders Transportation / collection charges up to site may be added on case to case basis.)

### **12.6 The lowest bidder should be considered for award**

- 12.6.1 The lowest bidder should be considered provided bidder meets the specific eligibility criteria specified in the bidding document and
- a. The bid is technically acceptable.
  - b. The bidder has capacity to execute the order.
  - c. The bidder has adequate technical and financial competence including record of satisfactory performance.
  - d. The bidder has accepted major commercial terms and conditions of payment, delivery schedule, guarantee and liquidated damage clause etc.



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- 12.6.2 In case the technically acceptable lowest bidder does not accept major commercial terms and conditions, then the bidder should be informed through a registered letter / e-mail / fax stating that if he does not accept NDDB's major commercial terms and conditions by a particular date, say within a week, then his offer will not be considered favourably. Price bids of only the technically and commercially responsive bids shall be opened.



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## Part 1 - Section 13, Price Variation / Price Adjustment

### 13.1 Price variation / Price adjustment Clause

13.1.1 Variation due to change in Taxes/ Duties -Generally only firm prices/ rates on FOR site basis inclusive of applicable taxes & duties, transportation, insurance etc. are asked for in all cases. In other words, the Price/ rate(s) quoted by the Bidder shall remain fixed during the bidder's performance of the Contract and should not be subjected to variation on any account. Price variation on account of change in applicable taxes, levies, cess and duties on the invoiced items / services shall be payable provided the details of taxes, levies, cess and duties included in the prices & HSN code considered, is furnished in the bid. The rates of taxes / duties etc at the time of bidding should be mentioned in the Purchase Order. If, any altogether new Tax, levy, cess and duty is imposed on such contract after the bid opening date, the same shall be considered for payment / reimbursement upon documentary evidence.

13.1.2 The bidding document, for any contract normally should not have any price adjustment clause for materials other than cement & reinforcement steel. However, a provision should be made in the bidding document indicating:

- If a bidder intends to have price escalation/ variation on materials other than cement & reinforcement steel, then he should clearly indicate the maximum ceiling of this variation either in terms of percentage of net bid/ offer value or a lump sum amount. Such bids shall be evaluated & compared after loading the maximum variation requested by the bidder.
- The aforesaid price escalation amount (calculated on the basis of final value of works executed excluding the value of extra items, if any) shall be paid to the bidder only upon successful completion of the work along with full & final settlement of final bill.

No price adjustment shall be considered for the contracts where completion period is upto 12 months. However, for contracts with completion period exceeding 12 months, payment towards price adjustment/ escalation may be considered.

13.1.3 The price adjustment for Cement & reinforcement steel consumed in civil and structural works shall be based on the formula attached at Annexure 27, if included in the tender/contract. However, discretion to incorporate this clause/ formula in the bidding document, rests with the group executing the project, considering the value of work, completion time, quantum of cement and reinforcement steel likely to be consumed in the proposed civil and structural works.



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## Part 1 - Section 14, Negotiation

### 14.1 Negotiation

- 14.1.1 As post tender negotiations could often be a source of corruption, hence there should be no post-tender negotiations with L-1, except in certain exceptional situations. Such exceptional situations would include, procurement of proprietary items, items with limited sources of supply and items where there is suspicion of a cartel formation. The justification and details of such negotiations should be duly recorded and documented without any loss of time.
- 14.1.2 In cases where a decision is taken to go for retendering due to the unreasonableness of the quoted rates, but the requirements are urgent and a re-tender for the entire requirement would delay the availability of the item, thus jeopardizing the essential operations, maintenance and safety, negotiations would be permitted with L-1 bidder(s) for the supply of a bare minimum quantity. The balance quantity should, however, be procured expeditiously through a re-tender, following the normal tendering process.
- 14.1.3 In case L-1 backs out, there should be a re-tender.
- 14.1.4 The negotiation should be conducted, by a committee comprising three officers, one each from Purchase, Indenting and Accounts Group and these officers should be nominated by their respective Group Heads. All participants including the Bidder's authorized representative should sign the minutes of negotiation meeting.



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## Part 1 - Section 15, Purchase Proposal & its Approval

### 15.1 Purchase Proposal & its Approval

- 15.1.1 All purchase proposals should be approved by the Competent Authority as per the delegation of power. As provided for in the DOP, the proposals for contracts of more than specified values should be routed through a Purchase Committee. A typical format for a purchase proposal (to be approved through Purchase Committee) is given at **Annexure – 5**.

### 15.2 Constitution of Purchase Committee

- 15.2.1 As defined in DOP, the purchases beyond the threshold limits are required to be approved by the Competent Authority based on the recommendations of a committee. The structure of the purchase committee is given in **Annexure - 4**.

### 15.3 Approval by NDDB Board

- 15.3.1 When a “Purchase Committee Proposal” is to be approved by the NDDB Board, Purchase group should also prepare a draft agenda note in the prescribed format. A standard format for the Board agenda note (for consideration and approval by the NDDB Board) is enclosed at **Annexure - 16**.

**Important** - Whenever a purchase proposal is cleared by the NDDB Board, a compliance report should be submitted to the Board by the Purchase Group in the subsequent Board meeting.

### 15.4 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the bids or to any other persons not officially concerned with the decision making process, until the award of contract is notified to the successful firm.



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## Part 1 - Section 16, Internal Audit Procedures

### 16.1 Internal Audit Procedure

- 16.1.1 All the Orders/ contracts and their Amendments should be post audited and cleared by the Internal Auditor. For this purpose, the Accounts group & Purchase group copy of the Orders/ Contracts/ Amendments shall be sent to the Internal Auditors along with proposal and all other relevant documents for verification & clearance of the Auditor. Any clarifications and/ or additional information/ documents sought by the Auditor should expeditiously be furnished.
- 16.1.2 The Internal Auditor shall sign & seal the Purchase & Accounts Group copies of the Orders/ Contracts/ Amendments and other relevant documents after their verification.
- 16.1.3 Payment should be released only after the Accounts & Purchase copy of the Purchase Order/ Work Order is audited by the Internal Auditors.



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## Part 1 - Section 17, Release of Order / Contracts

### 17.1 Release of Orders/ Contracts

After the approval of Purchase proposal by the Competent Authority, the Purchase/ work order shall be issued to the Supplier/ Contractor in duplicate. The contract agreement, wherever applicable, should also be signed within one month from the date of release of the order.

All orders should be released in the standard purchase order format, using NDDDB's "Online Purchase Module in the ERP system" as far as possible, along with Technical Specifications, NDDDB's standard commercial terms and conditions and special terms and conditions, if any. (Refer **Annexure - 12 & 14** for standard terms & conditions of indigenous & import orders respectively).

Normally, a Purchase Order should be issued within 5 days from the date of Approval of the Competent Authority. However, if for some unavoidable reasons Purchase Order cannot be issued, a "Notification of Award Of Contract" (Refer **Annexure 25**) may be issued.

17.1.1 All the Orders/ Contracts should be released based on :

- a. Availability of fund
- b. The bid proposal of the successful bidder.
- c. Subsequent discussion and negotiation, if any held, and the minutes of negotiation meeting mutually accepted by both the purchaser and the bidder, to avoid any ambiguity / misrepresentation in future, while interpreting the contract and the terms and conditions mentioned thereof.

17.1.2 After release of the contract, acceptance of the order/ contract by the supplier/ contractor should be pursued. The order/ contract should be signed and sealed by the supplier/ contractor as token of acceptance. Wherever required, the Performance BG & Contract Agreement should be obtained from the supplier/ contractor. The process should be completed within 30 days from the date of order. Wherever required, the acceptance copy of PO, Performance BG and the Contract Agreement should be scanned and attached with the respective PO in the ERP System and the PO should be "Confirmed".

17.1.3 If due to any unforeseen circumstances, the contractor requests for amendment of the contract, the same should be resolved promptly and an amendment issued, if required, with the approval of the Competent Authority.





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- 17.1.4 In case of the Item Rate contracts such as Civil works, Internal Electrification works etc., a copy of the list of AHR and ALR items should be prepared and attached with all internal copies of the order for monitoring purpose.

Accordingly, a Bank Guarantee for ALR amount should be obtained from the contractor as per the tender terms before processing the 1<sup>st</sup> RA Bill.

For project insurance, copies of the Insurance Policies as per the tender terms should be obtained from the contractor before commencement of work at site.

### 17.2 Orders for Imports

In case of Import Purchase Orders placed on foreign suppliers, the following procedure shall be followed:

- a. In case of restricted items, the Import Licence Reference should be mentioned in the purchase order. Wherever required, import licence should be obtained from DGFT.
- b. The order may be placed using NDDDB standard commercial terms and conditions given in **Annexure - 14** for import orders.
- c. Import-export policy should strictly be followed for all imported items.
- d. Letter of Credit should be established only after order acknowledgement and confirmation is received from the foreign supplier accepting the order.
- e. For larger order values of Import, say, of US \$ 200,000 and above, to cover the risk of Foreign Exchange Fluctuations, especially on the higher side, forward coverage scheme may be examined. If found beneficial, then forward coverage of FE may be arranged through the L/C opening bankers, in consultation with Accounts Group.
- f. Duty Exemption Certificate, Drug License and other Statutory Certificates / Permissions etc. should be arranged as per the provisions of the Import Policy & Customs procedures applicable from time to time.
- g. In case any Service Receipter wishes to avail duty concessions under EPCG or any other schemes, the Service Receipter shall be responsible for obtaining licences/ permissions and liabilities as per Import-Export Policy.



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## Part 1 - Section 18, Terms of Payment

The payment terms to be followed for different categories of the orders are given below. However, these are only indicative and may be changed depending upon the situation with approval of Group Head (Purchase).

### 18.1 Terms of Payment for Project Purchases:

#### 18.1.1 For supply only orders:

- 100 % payment to be released within 30 days of safe receipt of the material at destination/ site.

**OR**

- 20 % advance of supply value with interest @ 9% per annum against a bank guarantee for 110% of advance amount valid till final delivery of material. Format for BG is given at **Annexure – 8C**.
- 70% on safe receipt of material at destination/ site within 30 days.
- 10% balance payment within 30 days of acceptance of material.

A Performance Bank Guarantee (PBG) of 10% contract value valid up to 45 days beyond the warranty period may be asked where ever felt necessary. Format for PBG is given at **Annexure – 10C**.

#### 18.1.2 For supply and erection orders:

##### On supply value:

- 20 % advance of supply value with interest @ 9% per annum against a bank guarantee for 110% of advance amount valid till final delivery of material. Format for BG is given at **Annexure – 8C**.
- 70 % on safe receipt of material at destination/ site within 30 days.
- 10% within one month after successful commissioning.

##### On erection value:

- 90% on completion of erection/ installation, progressive payment can be considered on pro-rata basis.
- 10% within one month after successful commissioning.



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A Performance Bank Guarantee equivalent to 10% of contract value and valid up to 45 days beyond the warranty period may be asked where ever felt necessary. Format for PBG is given at **Annexure – 10C**.

### 18.1.3 Erection/ Commissioning contracts

- 90% on completion of erection job, progressive payment can be considered on pro-rata basis.
- 10% within one month after successful commissioning.

A Performance Bank Guarantee equal to 10% of contract value and valid up to 45 days beyond maintenance / defect liability period may be asked where ever felt necessary. Format for PBG is given at **Annexure –10C**.

### 18.1.4 For Civil, Structural & other similar Works Contracts

- Mobilization advance @ 20% of Contract value shall be paid on the un-executed items against a bank guarantee for 110% of advance amount valid till scheduled completion period stipulated in Contract The mobilization advance shall bear an interest @ 9% per annum on the outstanding principal amount (**Annexure 8B**).
- The payment of works executed at site to be released on the basis of running account bill (RA BILLS).
- Secured advance against each RA bill can be paid for the un-utilized items upto 75% of value of the material (90% of value of the material in case of cement, reinforcement steel & structural steel) brought to site. The sum payable for such materials physically available at site shall not exceed 75% (90% in case of cement, reinforcement steel & structural steel) of related price of building materials considered in the item rate analysis for arriving at the cost estimates which in any case shall not be more than material component of the base unit rates in the schedule of quantities of the contract. However, no advance will be given for perishable material, like sand, window glass, wood etc. The advance on material thus paid in any RA bill shall be recovered fully in the subsequent RA bill.
- The mobilization advance to be recovered @ 20% (the same rate at which advance has been paid) proportionately on the value of work done for each item of a bill, subject to the original ordered value of the item. The recovery shall start from the first interim RA bill processed immediately after the payment of advance and the balance mobilization advance will be recovered by the time 80% of the total value of work done is achieved.



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- Running Security Deposit (RSD) @ 5% of the value of work done, obtained by applying the unit rates and quantities, measured by the Engineer, included in any monthly payment certificate due to the Contractor, in the first and following certificates shall be deducted. The RSD amount, thus deducted, can be released against a bank guarantee for an equivalent amount valid till actual completion of works. The RSD amount retained in cash or the Bank Guarantee shall be released upon successful completion of work along with full & final settlement of the contract. No retention should be recovered against the Price escalation / adjustment amount and the amount towards Rate difference of items paid in the RA bills (**Annexure 9B**).
- Performance Security Deposit (PSD) @ 5% of contract value in form of bank guarantee for an equivalent amount valid for 45 days beyond defect liability / maintenance period as per terms of contract (**Annexure 10B**).

### 18.2 Terms of Payment for Non-Project Purchases

18.2.1 For General Supply orders of consumables, spares and other off the shelf items:

- 100% payment within 30 days from the date of safe receipt & acceptance of goods/ satisfactory completion of works.

**OR**

- 90% payment within 30 days of safe receipt & acceptance of goods/ satisfactory completion of works

Remaining 10 % against a bank guarantee of equivalent amount valid for 45 days beyond defect liability/ warranty period.

**OR (for RCB)**

20% advance on supply value with interest @ 9% per annum shall be payable against a bank guarantee of 110% of advance amount valid till completion of delivery. 70% on safe receipt of goods at site within 30 days, 10% within 30 days after successful commissioning (**Annexure 8A**).

Wherever required a performance bank guarantee may be obtained valid for 45 days beyond defect liability/ warranty period. Format for PBG is given at **Annexure – 10A**.

For non-project purchases, generally no advance should be paid. However, in certain special cases, advance can be paid against a Bank Guarantee of



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110% of advance value valid till delivery of the material with the approval of Competent Authority. Format for BG for advance payment is given at **Annexure – 8A**.

### 18.2.2 Terms of Payment for Annual Maintenance Contracts

- 100 % on completion of contract period.

**OR**

- Pro-rata payment - monthly/ quarterly/ half yearly at the end of respective period.

**OR**

- 100% interest free advance with or without a bank guarantee, depending on the case, after obtaining approval from Competent Authority as per delegation of power.

### 18.3 Terms of Payment for Import Purchases:

18.3.1 For consumables, spares, Chemicals, Perishable items and components or one time supply items:

- 100% within 30 days of safe receipt of material at destination by wire transfer against submission of original documents to NDDDB, Anand.

**OR**

- 100% payment against wire transfer after receipt of original documents either received directly by NDDDB or through Bank or against a Letter of Credit.

### 18.3.2 For Imported equipment :

90% payment will be made against original shipping documents through bank or through letter of credit provided a Performance Bank Guarantee for 10% of the contract value valid for 45 days beyond the warranty period is submitted alongwith original shipping document.

Balance 10% shall be paid after 12 months from the date of successful installation & commissioning of equipment. However, this balance 10% payment can be released against a Bank Guarantee for equivalent amount valid for 45 days beyond the warranty period (**Annexure 9A**).



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The Supplier/ Authorised Indian Agent will have to submit a Performance Bank Guarantee for an amount equivalent to 10% of CIP (Destination) cost in equivalent Indian Rupees. The format for Performance Guarantee will be given once order is confirmed on the supplier (**Annexure 10A**). This bank guarantee should be valid till 45 days beyond warranty period.

### 18.4 Acceptability of Bank Guarantee

The Bank guarantee provided by the bidder should not be defective/ conditional which does not safeguard the interest of NDDDB/ Service Recipient.

Bank Guarantees permitting encashment without any demur merely on demand from NDDDB/ Service Recipient should be accepted.

Bank Guarantee issued only by Nationalized / IDBI / Foreign Banks having branches in India should be accepted. The BGs should be got verified from the respective Banks by the custodian group.

### 18.5 Performance Bank Guarantee (PBG)

The performance guarantee may be considered as a security towards the “performance of the contract as a whole” by the supplier and not only for the product/ equipment/ service offered by them. Accordingly the PBG, where ever felt necessary, may be asked in the beginning of contract i.e. along with acceptance of order/ contract to cover performance of entire contract till completion of all contractual obligations by the supplier.

In case a Bank Guarantee is required only to cover the performance of the equipment/ works during the warranty/ guarantee/ defect liability period - a Performance Bank Guarantee may be obtained at the time of completion of execution / delivery of goods.

The essentiality of having a performance guarantee should be decided, depending on the situation and on merits of the case, in consultation with the indenting group and when required suitable provisions shall be included in the enquiry/ tender. Format for Performance BG is given at **Annexure – 10 A, B or C**).

**The BG should be accepted with validity period as per Banking norms and should be got extended before its expiry, if required, till contractual obligations are over.**

### 18.6 General points for payment terms

18.6.1 The payment terms stated above are indicative. An appropriate payment term out of various options specified in ERP system which meets the overall



## Purchase & Works Manual

requirements may be selected as far as possible. New Payment Terms may be created in ERP system, if required.

- 18.6.2 For all project / non-project purchase orders / contracts of value up to Rs.10,00,000/- (Rs. 50,00,000/- for civil works), no advance is normally payable. This is, however not applicable for maintenance/ service contracts and for import of consumables and proprietary items and the interest free advance payment either part or full, with or without BG may be decided on merit and suitable approval from competent authority be taken.
- 18.6.3 For purchase of items on behalf of the Federations / Unions / Govt. agencies, the terms of payment as applicable to project purchase are to be followed.
- 18.6.4 Normally advance upto 20% with interest @9% against BG of 110% of the advance amount is admissible. However, advance payments whether interest bearing or not, with or without BG may be accepted with the approval of Competent Authority.
- 18.6.5 In case retention BGs or PBGs are required to be extended as the civil construction work is not completed/ the equipment is not commissioned, due to the site/ plant not being ready for installation due to no fault of the supplier, the supplier may be asked to extend the validity of the Bank Guarantee/s for a suitable period from the date of expiry. In case the civil work not completed / equipment is still not commissioned during this extended period, the Bank Guarantee/s may be released after getting the "Corporate Guarantee" as per the standard proforma (**Annexure - 19**) on a non-judicial, stamped paper of appropriate value, after getting the approval from the Competent Authority.
- 18.6.6 The value of the BG to be obtained under any contract should be derived, based on the specified percentage, on Ex-Works cost of the equipment, where available otherwise it should be derived from the total contract value.



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## Part 1 - Section 19, Repeat Order Purchases

### 19.1 Repeat Order Purchases

Repeat order may be placed on the following conditions, subject to delegation of powers.

- a) Quantity and value in the repeat order does not exceed the quantity and value of the original order.
- b) The period between repeat and original orders, does not exceed 12 months from the date of original Purchase Order.
- c) Price has not decreased during the period.
- d) Efforts should be made to obtain quantity discount from the supplier.

Repeat order should not be placed more than twice for the same item, in the same year, irrespective of different indenters. If the item repeats for third time, then efforts should be made to analyse for rate contract.





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## Part 1 - Section 20, Staggered Delivery

### 20.1 Staggered Delivery

The purchase orders for stationery, printing and consumable for computers, cleaning materials for maintaining office and regular maintenance items etc. may preferably be issued twice in a year asking for "MONTHLY/ QUARTERLY DELIVERY" in a staggered manner, as per requirement to avoid holding up of inventory.



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## Part 1 - Section 21, Procurement through GeM portal

### 21.1 Procurement through Government e- Marketplace (GeM)

21.1.1 Government e-Marketplace (GeM) is an e-commerce portal hosted by GeM SPV (erstwhile DGS&D), under Ministry of Commerce, Government of India for public procurement where common user goods and services can be procured by various government organisations.

21.1.2 Government of India has also made provision under Rule No. 149 of the GFR 2017 that the Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM

21.1.3 Benefits of using GeM:

- Provides transparency, efficiency and speed in public procurement.
- Lower prices.
- Supports 'Make in India'.
- End to repetitive tendering.
- Lower administrative and transaction costs.
- Effective financial and budget management.

21.1.4 As per the requirement, in order to initiate procurement through GeM, it is mandatory to register a Primary user of the organisation on GeM.

21.1.5 The GeM have the facility for Primary user to create subordinate Secondary users in the system with specific role and responsibilities of:

- Buyers,
- Consignees and
- Paying Authority Officer (PAO)

21.1.6 The Secondary users shall have the rights and privileges as assigned to them by the Primary user. The Secondary users cannot create further users in the system.

21.1.7 The Primary user can also create a Verifying officer in the system. Verifying officer/authority may be an officer from administration/HRD group of the organization, either superior or subordinate to the primary user.



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For NDDB, procurement through GeM shall be done for off-the-shelf items upto Rs.50,000.00 following the detailed process given below :

- a) User Group (Indenting Group) will generate indent in ERP System and forwarded to Purchase Group.
- b) Based on the value & nature/type of the item to be procured, Purchase Group will decide whether the same can be procured through GeM.
- c) If, procured through GeM, the Purchase Officer (Secondary User-Buyer in GeM) will initiate the action.
- d) The Purchase Officer (Buyer) alongwith the Indenter (Consignee), will select the indented item, if available on GeM (value upto Rs.50,000/).
- e) The selected item will be available in GeM Cart for 10 days. As per GeM procedure, the price of the selected item will remain same for 10 calendar days from the date of moving the item to Cart.
- f) The Purchase Officer and Indenter (Consignee) will prepare joint purchase proposal and obtain necessary approval from the Competent Authority within 3 days. At this stage the name of the recommended bidder will not be known (as per GeM procedure).
- g) On receipt of the approval of the Competent Authority, the Purchase Officer will place PO in GeM within next 3 days with copies to Accounts and Indenting Groups.
- h) Simultaneously, Purchase Group will obtain vendor data from the vendor and forward it to Accounts Group for generating Vendor Code.
- i) After receipt of item at NDDB, the consignee will generate PRC (Provisional Receipt Certificate) within 2 days of receipt of item. If the item is accepted then CRAC (Consignee Receipt and Acceptance Certificate) is to be generated within 10 days in GeM. If the indenter fails to generate the PRC/CRAC, within 10 days from the receipt of item, it will automatically be deemed 'accepted'. If item is not acceptable, there is an option in CRAC to reject the item in GeM giving reason(s) for rejection.
- j) Indenting Group will certify the GeM generated invoice in ERP system under "Cash P" Module as per DoP within 3 days and forward the same to Accounts Group for releasing payment.
- k) If paid through cheque, then Accounts Group will provide the details of cheque to enable Purchase Group to confirm the release of payment in GeM.
- l) After payment, the buyer will close the Purchase order in GeM, if payment is made through cheque.

The concerned officers and their roles in order to operate the GeM process would be as under :



## Purchase & Works Manual

- a. Primary User – Group Head (Purchase)
- b. Verification Officer – Group Head (HRD)
- c. Secondary Users:
  - i. Buyer – Team Leader (Purchase) – to be nominated by GH (Purchase)
  - ii. Consignee – Nominee of Indenting Group (to be nominated by respective Group Head)
  - iii. PAO – Manager & Above (to be nominated By GH (A/c))

Certification for payment of material procured through GeM process will be done in the system through “Cash P” module, as per DoP.



# Purchase & Works Manual

## Part 1 - Section 22, Purchases by Site Engineers

### 22.1 Purchases by Site Engineer

22.1.1 The Site Engineers are generally not required to make regular purchases at site except under following circumstances;

- Small Value goods/ services required at site but not ordered by the Head office with the consent of the Competent Authority, as per DoP Goods/ services required in case of exigencies to maintain the progress of construction / installation.
- Items/ consumables required during testing and commissioning viz. fuses, spares, other consumables etc.
- Site Engineer's certification for payment against purchase of goods/ services, should indicate that such urgent purchases do not fall under the scope of any supplier/ Contractor. In case it falls under the scope of any Supplier/ Contractor, Site Engineer should recommended recovery of the amount against the corresponding Purchase order.



# Purchase & Works Manual

## Part 1 - Section 23, Annual Contracts

### 23.1 Rate Contracts

Annual rate contracts for specific items of recurring nature valid for one or more year(s) can be finalized, based on open bid or restricted bid, or on single bid procedure basis from manufacturer/ authorized dealer, or for the items covered under royalty agreements, after obtaining the approval from the Competent Authority.

Annual rate contracts may be finalised for recurring purchases involving the following items:

- a) Consumable items for AI activities.
- b) Laboratory items (chemicals, glassware, plasticware, consumables)
- c) Stationary items including Training Materials like Bags, Writing-pad, Pen etc.
- d) Cleaning chemicals and materials
- e) Transportation contracts.
- f) Items covered under Royalty agreements.
- g) Maintenance requirements like electric fittings, hardwares and plumbing requirements.
- h) Consumables for Computers and peripherals.
- i) Fruits and Vegetables Washing and Ironing Printing /Photo copying jobs.
- j) Contract for dead wood

### 23.2 Maintenance & Service Contracts

Maintenance Contracts for various items such as air- conditioners, computer systems, lifts, instruments, Office equipments, audio-visual equipments, upkeep & maintenance of Estate etc. may be finalized with the manufacturers/ their authorized dealers or competent contractors either by inviting offers on open bid or restricted bid basis or on single bid basis (with in-principle Approval of Competent Authority) normally for a period of 1 year. Maintenance contracts with OEMs may be concluded for a longer period (2 or 3 years).

Similarly, Service contracts for Housekeeping, Facility Management, Gardening, Security, Catering may be finalized either by inviting offers on open bid or restricted bid basis or on single bid basis (with in-principle Approval of Competent Authority) normally for a period of 1 year, with a provision to extend for 1 or more year (total period not exceeding 3 years).

- 23.2.1 Efforts should be made to make the payments periodically, after being satisfied with their services. However, if the bidder insists for advance payment on acceptance of the contract, advance payment may be made



## Purchase & Works Manual

either periodically or in full at a time, after the approval of Competent Authority.

- 23.2.2 The contracts involving engagement of workers/ labourers, when NDDB is the Principal employer, should necessarily have provisions for making the contractor responsible for compliance to all labour laws/ statutory requirements, including payment of minimum wages. Approval of Chairman may be obtained by the Indenting group for labour contract more than Rs. 2.0 Lakh and should be enclosed with the Indent.



# Purchase & Works Manual

## Part 1 - Section 24, Urgent Purchases

### 24.1 Urgent Purchases without Purchase Order

Urgent purchases without Purchase Order should preferably be made from GSTN registered Vendors by the end user as per the Delegation of powers, in the following cases:

- i) Where urgency of the requirement does not allow the normal purchase procedure to be followed.
- ii) Where it is not practical to follow normal purchase procedures considering the value and the type of items involved.

24.1.1 In the case of urgent cash purchases, payments can be made against the delivery of goods by obtaining cash receipt. Alternatively, payment can be released by cheque after the receipt of material and certification of the bill/s by the Certifying Authority.

24.1.2 Urgent purchase should be made only after ascertaining non-availability of the items in the store. After receipt of goods, a proper store entry of the goods should be ensured.

24.1.3 Monthly statement of all urgent purchases shall be forwarded to Accounts





# Purchase & Works Manual

## Part 1 - Section 25, Purchase Order Follow up

### 25.1 Purchase Order Follow up

Purchase group should obtain “un-conditional” order acceptance from the supplier within 30 days from the date of order.

The objective of Purchase Order follow-up is to secure delivery in accordance with the delivery schedule promised or earlier, failing which Indenting Group should get a revised delivery schedule which vendor is capable of fulfilling. The Indenting Group would also seek necessary approval for extension of delivery period, with or without LD and communicate to Purchase Group for issuing necessary amendment to the Purchase Order.



# Purchase & Works Manual

## Part 1 - Section 26, Liquidated Damages

### 26.1 Liquidated damages for delay in Supplies/ Execution

The liquidated damage clause should be enforced wherever the supplies/Services are delayed. However, when the delay is due to force majeure conditions or due to any genuine reasons beyond the control of the supplier/ contractor, waiver of penalty can be considered. No waiver should be granted without justification.

- a. The request for waiver of LD should be made by the supplier, in writing with reasons/ justifications, before expiry of the delivery period/ contract.
- b. In case no such request is received from the contractor/ Supplier/Service Provider, the Indenting Group would examine the status and take necessary approval/decision regarding extending the delivery period with applicable LD. The request for waiver of LD, if received at a later stage may be examined on the basis of justification provided by the Vendor.
- c. Waiving of liquidated damages should be approved by the Competent Authority as per the delegation of powers and circulars issued in this regard from time to time. Such approvals should be obtained by the indenting group justifying waiver of LD.
- d. Whenever proposals for approval for refund of liquidated damages already deducted are put up, the amount that will be actually refunded should be brought out specifically with detailed justification.
- e. To arrive at the LD charges, to be deducted for late delivery, the date of receipt at site/ destination may be considered in case of order/ contracts placed on FOR Site/ Destination basis, whereas for the orders placed on Ex-Works basis, date of despatch may be considered instead of date of receipt. The LD charges should be calculated on the ex-supplier's works value of the item, whenever break up cost is given in the order. If no break up of the cost is given, LD will be on the total price as per the order.
- f. Waiver of the liquidated damages should not be agreed, unless the delay is proved to be beyond the control of the contractor. The case may be put up with backup evidences in support of the delay, justifying the reasons beyond any one's doubt. Amendment should be issued after taking necessary approval from the Competent Authority.



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- g) Normally, the liquidated damages @ 0.5% of the order/ contract value or the value of delayed items, will be deducted for each completed week of delay. No deduction for LD is to be made for delays less than a week. While calculating the period of delay only completed weeks shall be taken in to account and incomplete week, if any shall be ignored. The week shall comprise of 7 days including Sundays and holidays, if any. The total amount so deducted shall not exceed 10% of the order / contract value.



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## Part 1 - Section 27, Bonus Clause

### 27.1 Bonus Clause

In case Bonus Clause is to be included in the tender, Competent Authority's approval should be sought to include the same in the tender / contract on a case to case basis.



# Purchase & Works Manual

## Part 1 - Section 28, Order Amendments

### 28.1 Amendments to Purchase orders/ Contracts

28.1.1 Amendments to Purchase Orders/ Contracts are generally issued in the following circumstances:

- a) Necessity to modify the specifications / models / makes.
- b) Extension of delivery date with / without LD charges.
- c) Amendment to quantity.
- d) Change in terms of payment.
- e) Change in mode of transport.
- f) Correction of errors and omissions.
- g) Change of destination.
- h) Inclusion of extra items.
- i) Applicability of new statutory levies/ Duties/ Taxes
- j) Necessity to short-close the order.

28.1.2 **For Project Purchases**, in case of amendments requiring additional funds, it will be necessary for the indenting group to provide for the additional fund out of the overall budget available by re-appropriation. If the overall budget allocation is inadequate, the indenting group should obtain the additional budget sanctioned from Finance Group/Service Recipient.

**For Internal Purchases**, if required, necessary approval of the Competent Authority should be obtained by Indenting Group. The amendments are to be issued by the same Group / Office which has issued the original purchase order/ contract, after getting the approval of Competent Authority concerned.

### 28.2 Critical Amendments

#### 28.2.1 Change in Order Value

- a) Increase in price due to variation in statutory charges like GST, Customs Duty, etc. may be agreed, if the same is applicable to the finished goods and also if either in the bid/ quotation or in the purchase order these taxes/ duties have been shown separately. As a rule, such increase will be applicable to only in respect of the quantities not due for delivery prior to the date at which the increase / new levies came into effect. In case of delayed deliveries, such amendments may be considered only after a thorough examination and if they are found justified and beyond the control of supplier.



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- b) Change in order value may also take place due to change in ordered quantities or addition of extra items.

### 28.2.2 Extension of Delivery/ Completion Date

- a) Changes in the date of delivery/ completion if requested for, by the supplier/ contractor, may be agreed to, provided the reasons for extension of delivery/ completion date are justifiable. It should however be ensured that there would not be any extra financial commitment due to extension of delivery date and same should be made very clear to the supplier/ contractor. The amendment should clearly state whether the extension of delivery/ completion date is with or without LD charges.
- b) The extension of delivery date/ completion period may preferably be processed before expiry of original delivery date/ completion date mentioned in the order, since after expiry of original contract period, the time is said to be at large in legal terms which means there is no time of completion as per the contract & LD clause cannot be invoked.
- c) Extension of time could be granted by NDDB, on its own, based on its assessment of the progress/ status of work or it could be based on the request of supplier/ contractor. It should, however be done, preferably before the expiry of original completion period/ delivery date.

### 28.2.3 Change in Quantity

- a) The purchase order may be amended to incorporate additional requirement of same item received from the indenting department. For major reduction in quantity ordered, with concurrence of the supplier/ contractor, the amendment can be made.
- b) It may however be ensured that the price reduction, if any, owing to major increase in the order value due to variation in the quantity, is availed of at the time of amending the order.

### 28.2.4 Transfer of the order to another name

The name of the supplier in a purchase order may be changed, if so requested by him, due to the following reasons:

- 1) The name of the company has been changed,
- 2) The company has been sold to/ amalgamated with another company



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Subject to receipt of

- a. Certificate of Incorporation in the new name issued by the Registrar of Companies.
- b. An undertaking from the new company, stating that all the assets and liabilities of the previous company on whom order is placed, have been taken over by the new company.
- c. The new company has given in writing unconditionally that all the terms and conditions of Enquiry/ Tenders as well as Purchase Order/ Contract are acceptable to them.

3) The supplier wants the order to be executed by his authorised dealers.

In above cases, the request may be agreed to, with the concurrence of the Second party, provided the quality of the goods and other terms and conditions as per the original enquiry/ tender and purchase order are acceptable to the second party.

### 28.2.5 Necessity to short close the order

If the supplier/ contractor regrets his inability to supply/ execute a small balance quantity left against an order, the same may be short closed, provided NDDB would not be put into any adverse consequences, after obtaining approval of the Competent Authority.



# Purchase & Works Manual

## Part 1 - Section 29, Cancellation of Order

### 29.1 Cancellation of Order

NDDB reserve the right to cancel the purchase order/ contract wholly or any part thereof, by sending a written notice to the supplier through Registered post and in the event of no response within 15 days from the date of despatch of the notice, and if

- a) The supplier/ contractor fails to comply with the terms of the purchase order/ contract.
- b) The supplier/ contractor fails to deliver/ execute the items as per delivery/ completion schedule.
- c) The supplier/ contractor fails to repair/ replace the rejected items.
- d) The supplier/ contractor becomes bankrupt or goes into liquidation
- e) The supplier/ contractor makes a general assignment of his properties for the benefit of creditors.
- f) A Receiver is appointed for any property owned by the supplier/ contractor.

For cancellation of any Purchase order/ contract, approval is to be taken from the Competent Authority who had approved the proposal for placement of the order/ contract.





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## Part 1 - Section 30, Closing of Orders

### 30.1 Procedure for concluding Purchase Orders

For orders involving only supply of goods and all other orders having value upto Rs.5.00 lakhs, no elaborate procedure for their closure is to be followed and they shall be considered as closed with the release of final payment against them. Orders pertaining to consultancy job contracts/ civil, erection, internal electrification and other similar works contracts, shall be closed as per the procedure outlined below.

#### 30.1.1 Order Closure

After execution (completion of supplies or supply & erection or works) of the order by the supplier/ contractor, the Indenting Group/ Site Engineer should intimate the Accounts Group of the controlling Office of NDDB regarding completion of the order/ contract. If any recovery of amount from the supplier/ contractor is due, the same should specifically be informed to Accounts Group. After the details are verified and reconciled, Accounts Group should confirm to the Concerned Groups the status of the supplier's/ contractor's account. Accounts Group will also inform indenting about release of final payment. The order/ contract will there after be considered as closed.

#### 30.1.2 Time limit for Order Closure

For all purchases the closure should be completed within 60 days of release of final payment to the supplier.



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## Part 1 - Section 31, Special requirements for Works Contracts

### 31.1 Variation of quantity for alarmingly HIGH/ LOW rated Items

Alongwith the Civil work orders, a statement of ALR / AHR items is generated and shared with the ES and Accounts groups. Additional security/ Performance BG is to be obtained from the contractor for the ALR items.

While execution of works, adequate care must be taken to ensure that undue benefit is not extended to the contractor by executing more than tender quantity of AHR items or less than tender quantity of ALR items.

The Site Engineer shall allow execution of AHR/ ALR items beyond  $\pm 20\%$  of the ordered quantity, only after obtaining approval from the Competent Authority. The controlling Engineer shall be responsible to obtain prior approval of the Authority who has accorded the technical sanction of the work.

### 31.2 Extra Items/ Additional Work

The extra items/ additional work not covered under the contract shall be executed only after the approval of the Competent Authority. Expenditure on such items should be within the sanctioned amount approved by the Competent Authority. Approval should also be obtained, in the case of variation in quantity/ extra items from the Competent Authority before issuance of order amendment.

The rates of extra items may be derived based on quotations and/ or thru rate analysis. The contractor's profit & overheads shall be limited to 15%.

### 31.3 Materials & Workmanship

It should be the responsibility of contractor to bring materials & execute the works as per tender specification. Necessary testing of material at site/ approved laboratory should be carried out as per terms of tender. No testing charges should be considered/ paid separately for testing of quality of materials or workmanship.

### 31.4 Insurance of Works

The contractors all risk policy (CAR POLICY) taken by the contractor naming the Service Recipient as the beneficiary should be obtained for 110% value of works and shall be valid till completion of the contract. The Third Party insurance shall be for 10% of the value of the works with unlimited number of occurrence. The Workmen compensation policy should also be taken.



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For various insurance policies Part 2 Section 3, of Purchase & Works Manual may be referred.

### 31.5 Contract Securities

Following Contract securities may be kept/ obtained:

- a) Performance Security Deposit (PSD) should be 5% of contract value, valid till completion of defect liability period plus 45 days.
- b) Running Security Deposit (RSD) should be 5 % of contract value, valid till completion of works. If the Contractor so requests, the Service Recipient/ NDDB may pay the cumulative amount of retention money to the Contractor upon lodgement of a Bank Guarantee issued by a Nationalised Indian Bank/ IDBI Bank/ Foreign bank having branches in India. Alternately, the retention amount amounting to 5.0% of the value of work done, obtained by applying the base unit rates and prices in the Schedule of Quantities measured by the Engineer, included in any monthly interim payment certificate due to the Contractor, shall be recovered from each interim RA bills. No deduction towards the retention amount will be made against the payable amount towards Price Variation (clause 11.5 of Section I of Tender) and Basic Rate difference amounts included in the interim RA bill, if any.

These securities may be either in the form of Bank Guarantees (BGs) or retained in cash by way of deductions from the contractor's bills.

In the event of increase in the Contract cost, proportionate additional performance security shall be provided by the Contractor or recovered from the subsequent payments due to the Contractor. In the event of decrease in the Contract cost, the performance security shall be proportionately adjusted on the completion of the work.

### 31.6 Mobilisation Advance

Mobilisation advance shall be paid if the value of the contract is more than Rs. 50 Lakh and should always be interest bearing. The rate of interest shall be @9% (Nine Percent) per annum on the outstanding principal amount.

The amount of mobilisation advance shall be maximum 20 % of the contract value excluding the value of materials to be supplied by the owner/ NDDB. The Mobilisation Advance shall be paid against a bank guarantee equivalent to 110% of advance amount, valid till the delivery period of contract issued by a Nationalised Bank, IDBI Bank or a foreign bank having branches in India.



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The mobilization advance should not be paid in less than two instalments except in special circumstances for the reasons to be recorded. This will keep check on contractor misutilising the advance.

Utilization certificate from the contractor for the mobilization advance should be obtained. Subsequent instalments of advance should be released after getting satisfactory utilization from the contractor for the earlier instalments.

Recovery towards mobilisation advance paid shall be made proportionately (at the same percentage at which the advance has been paid) on the value of work done recorded for each item in the RA bill, subject to a maximum amount of advance paid against the item. The recovery shall start from the first interim RA bill processed immediately after the payment of advance and the balance mobilization advance will be recovered by the time 80% of the value of work done is completed.

The other terms & conditions for mobilisation advance shall be as mentioned in the bidding document.

### **31.7 Secured Advance**

Secured advance, against an undertaking in the prescribed format (**Annexure – 23**), can be paid up to 75% of value of the material (90% of value of material in case of cement & reinforcement steel and structural steel) brought to site. The sum payable for such materials physically available at site shall not exceed 75% (90% of value of the material in case of Cement, Reinforcement Steel and Structural Steel) of cost of material component of the quoted rate for relevant tender items. However, no advance will be given on perishable material, like sand, window glass, wood etc. The advance on material shall be recovered as soon as material is used and billed for.

### **31.8 Foreclosure/ Termination of Contract for NDDB's convenience**

The foreclosure / termination of contract for NDDB's convenience can be made at any time provided a clause to this effect is included in the bid / tender document.

A notice period of minimum 30 days should be given to the Contractor/ supplier for foreclosure/ termination of contract for NDDB's convenience. Such notice shall be issued only after obtaining the approval of the Competent Authority who has approved the award of contract/ order. Prior to foreclosing/ termination of the order, recovery of outstanding advance and any other dues from the Supplier/ Contractor should be ensured.

### **31.9 Defect Liability Period (Period of Maintenance)**

Normally, the "Defect Liability Period" for all works will be of one year from the date of completion of the works, certified by the engineer. During this



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period the contractor will be responsible to rectify all the defects at his risk, costs & responsibility, noticed and attributable to the work executed by him.

Works of special nature such as waterproofing, anti-termite treatment etc., will have longer defect liability period of more than 1 year as specified in detail technical specification.

### 31.10 Measurements

As measurements form the basis of payment, prompt measurement of work done and simultaneous recording of hidden measurements is of paramount importance. The following general instructions will be observed in addition to the other requirement / procedure mentioned in the SBD/ contract:

- a) The measurement submitted by the Contractor should be verified by the Site Engineer and entered into the system.
- b) The Measurement Sheet and the Abstract Sheet, thus generated from the system, should be signed by the Site Engineer and the authorized representative of the Contractor, in token of their concurrence.
- c) Proper record for the receipt/ issue of Cement and receipt of Reinforcement Steel should be maintained at site and entered into the system.
- d) Record should also be maintained for other consumables brought and utilised by the contractor at the site.
- e) Based on the agreed measurement, the receipt/ issue of Cement/ R Steel/ various other reports viz. Cement Consumption statement, Reconciliation of Reinforcement Steel, ALR/ AHR variation etc. may be generated from the system
- f) The measurements recorded will be subject to a test check at site to the extent of 15% by the senior engineers from controlling office visiting the site periodically. The Engineers should attest the measurements re-checked by them. A random check of measurements, especially for hidden measurements vis-à-vis drawing by Engineers from controlling office, should also be carried out.

### 31.11 Running Account (RA) Bills & Bill Processing

Running Account (RA) Bill's payment will generally be made at intervals of one month or as mutually agreed between the NDDDB & the contractor and specified in the work order/ purchase order. The contractor shall submit a bill of works executed for preparation of the bill for interim payment (**Annexure -21**).

While preparing the RA bill, the Site Engineer should also process the statement of Price variation, if applicable, for the value of work done with respect to the variation in indices. The site engineer shall also generate the



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report for Rate difference of Basic rate items, if applicable, and Block-wise summary report.

A Civil Bill General Overview report (sample Format given in **Annexure – 20**) based on measurements/ abstracts of cost and indicating applicability of water/ electricity charges should be prepared by the site engineer and forwarded to controlling Engineer. alongwith all other reports relevant to the RA bill. The Controlling Engineer, after due checking, shall prepare GRN and process the bill for payment.

### 31.12 Final Bill

- a. All interim payments shall be treated as advance payments. The last RA bill will be treated as the final bill.
- b. The statements with various supporting documents such as any decrease/ increase specially for ALR/ AHR items with proper justification, actual cement & steel consumption vis-à-vis received at site, issue & consumption for all materials issued by NDDB, if any, and a copy of the completion certificate as per terms of contract should be attached with the final bill by the Site Engineer/ Engineer in charge.
- c. In the final bill, all part rate or lump sump deduction for any item should be regularised with approval of the Competent Authority.
- d. The Civil General Overview report based on measurements/ abstracts of cost, processed at site, should be prepared by Site Engineer/ controlling engineer and certified for payment as per delegation of power. In case the final executed value is found higher than the PO amount, an approval from Competent Authority should also be obtained.
- e. The final bill should be verified in detail considering the measurement recorded in the earlier RA bills. For this purpose, the 'Item wise Measurement Listing' report, which provides item wise measurement for all the RA bills, may be generated from the ERP system. After verifying the final bill, the Accounts group will issue to the Contractor a statement (hereinafter called as the Final Account Statement). The Contractor, along with a declaration in the format (**Annexure – 18**), shall return the Final Account Statement duly signed and sealed as an acceptance of full and final value of work performed under the Contract and full & final settlement of its account under the contract. On receipt of such declaration and acceptance from the Contractor, the final payment shall be released.



## Purchase & Works Manual

### 31.13 Clearance of Site on Work Completion

On completion of the works the contractor, at his own costs, shall clear away and remove from the Site all Constructional Plant, surplus materials, rubbish and Temporary Works of every kind and leave whole Site and Works clean and in a workmanlike condition to the satisfaction of the Engineer. However for removal of excavated earth & existing material payment may be made separately as per relevant tender item.

### 31.14 Completion Certificates

- a) There are three types of Completion Certificates. The first one shall be issued by the Site Engineer for internal purposes only, as per format given in **Annexure – 6A & 6B** , certifying satisfactory completion of work as per contract and shall be attached with the last bill (Final Bill).
- b) The second one may be issued by the Group Head (ES) , as per format attached as **Annexure – 6C**, certifying the works are **virtually completed** as per the terms, conditions & provisions of contract.
- c) The third one may also be issued by the Group Head (ES) for providing information to a third party about the performance of any contractor who had worked for NDDDB The format for the certificate for Civil and Mechanical/ Electrical works are given at **Annexure - 22**.

### 31.15 Site Records

The Site Engineer will maintain all the records as stipulated in the Site Engineer's manual such as records pertaining to receipt, inspection & storage of material/ equipment, certification of invoices, applications on behalf of the Service Recipient for statutory approvals, test records, hindrance register etc. including those mentioned at para 30.10 "Measurements".

### 31.16 Work Control

Senior engineers from controlling office should monitor the works/ services and test/ examine any material used or workmanship employed in connection with the works during their site visit. They will also randomly check the measurements of the works and sign the appropriate documents & records being maintained by Site Engineer/ Engineer in-charge as per Site Engineer's manual.



# Purchase & Works Manual

## Part 1 - Section 32, Manual Follow up

### 32.1 Purchase & Works manual follow up

Above procedures / guidelines should be read along with the Delegation of Powers applicable to individual cases. In the interest of organisation, the Chairman/ MD or any other officer authorized by them may modify and/ or waive any procedure/ guidelines mentioned in this Purchase & Works Manual.

The procedure and the guidelines given in this Purchase & Works Manual are to be followed by all the Groups, at all Offices of NDDB, in all matters related to the Procurement activities.

In case of any doubt, the matter may be referred to the Group Head (Purchase) NDDB, Anand for clarification.





## **Purchase & Works Manual**

### **PART – 2**

# **PROCEDURES FOR MATERIAL RECEIPT, DISPOSAL AND INSURANCE**



# Purchase & Works Manual

## Part 2 - Section 1, Procedure for Material receipt & bill certification

### 1.1 Receipt of Material for NDDB (Revenue & Capital)

All goods received against a Purchase Order or otherwise by Head Office and other Offices of NDDB should be received in stores, where ever available. After entering all relevant details in an "Inward goods receipt register", the items should be inspected by the Indenter for their correctness and acceptance.

1.1.1 The perishable items like bio-chemicals/ hormones etc. and heavy plant, equipment and machinery etc. may be received directly by the Indenting Group/ User. In such cases the user group inspects the item and send the shipping documents to central stores for records. The Store In-charge enters the log number on the shipping document, updates the Stock Register, issues the material alongwith shipping document to the user against their requisition and for bill processing.

In case the material are received by the Store In-charge directly , necessary inspection is carried out by the user on intimation. The bill is certified based on the inspection report and shipping documents duly logged in by the Store In-charge.

1.1.2 On receipt, the items should be verified by the stores in charge/ user Group for:

- Proper packing
- Quantity
- Purchase Order specifications/ approved samples
- Any shortage/ physical damage etc.

1.1.3 If items are found acceptable, an endorsement be made on the original Invoice/ Delivery challan confirming that the items have been taken into stock and log number etc should be mentioned on the original Invoice/ Delivery challan, before the same is certified by the user group. The certification with ledger code should be sent to the Accounts group for release of payment as per the payment terms. The user group should prepare a GRN and certify the bills in ERP system of NDDB within 7 days of receipt of goods.

### 1.1.4 Receipt of Capital Items

In case of an item of capital nature, actual date of receipt, location of the placement of item, identification number, actual date on which the item has been put to use etc., must be clearly recorded in the GRN and Bill certification report. This information is essential for capitalization of item. A format for essential information on the capital items is attached at **Annexure – 24**.



## **Purchase & Works Manual**

### **1.2 Receipt of Material at Project Sites**

#### **1.2.1 Opening of Consignment & Checking at project site**

Immediately after receipt of the consignment at the site, the Site Engineer will arrange to open the boxes and check the items for quality, quantity and conformity to order specifications within a maximum period of one week.

In case of supply and erection contract (for Turn Key contract) the materials should be verified in the presence of contractor's representative, wherever possible prior to issuing GRN but within a period of one week.

### **1.3 Goods Receipt Note (GRN)**

A GRN should be prepared by the concerned indenting officer in case of goods received at NDDDB or by the Site Engineer/ NDDDB or by the consignee in case of project sites. For project purchases, the Site Engineer/ Consignee should send the GRN to the Controlling office within 7 days of receipt of the materials at the site/ destination. If there are no shortages, no damages and the items are found in good condition and are acceptable, the items for NDDDB should be taken on stock/ used for the intended purposes. For project purchases, the item should be handed over to the representative of the erection contractor for safe storage and installation/ commissioning through MHO (Material Handing Over Challan).

If there are shortages/ physical damages observed in the consignment, then the matter should be taken up immediately by the User/ Site Engineer/ consignee with supplier and request them to lodge necessary claims with the Insurance Company. In this case, the GRN can be prepared indicating the nature of the damages/ shortage quantities etc. Also, if the shortage/ damage are minor in nature, a suitable recommendation for withholding lumpsum amount may be made in the GRN.

### **1.4 Steps to be taken in case of receipt of Damaged Consignments**

When, on receipt of a consignment, shortages / damages are noticed either externally or internally, then necessary endorsements should be made on LR/ RR while receiving the goods and Driver's or transporter's signatures should also be obtained on such endorsements. In such a case, the Site Engineer / Consignee should inform the supplier by fax/email, under intimation to Controlling Office, followed by a confirmation copy of the fax/email. The above fax/ email message should be sent as soon as possible, for initiating appropriate corrective actions. Wherever required, photographs may be taken to record the extent of damages to the goods and shared with the Supplier/ Controlling office. User/ Site Engineer/ Consignee should follow up for early repair of the damages and lodgment of insurance claim by the supplier.



## **Purchase & Works Manual**

### **1.4.1 Open Delivery Cases**

In case, the packages are found to be badly damaged externally at the time of taking delivery from the transporter, then joint Inspection by NDDB and Transporter / Insurance surveyor should be insisted and open delivery should be taken. The details of damages should be mentioned and an endorsement should be made on the delivery challan, RR / LR etc. The damage certificate should also be obtained from the transporter and a copy of the same should be sent to the supplier within two working days. Necessary follow up with the supplier for lodging of insurance claim should be made.

### **1.5 Lodging of Insurance Claim**

The insurance claim will have to be lodged as explained in the insurance procedures, wherever required as a simultaneous action.

### **1.6 Certification of Bills for Payment**

If the items are acceptable, the supplier's bills should be processed for payment by the concerned Indenting Officer/ controlling Engineer and put up for approval of Competent Authority, as per the delegation of power, within 7 days of receipt of material/ GRN from the Site Engineer/ consignee, in the On-Line system and be sent to the Accounts Group.

The certification for release of deduction made for shortages / damages may be released only after shortages are made good/ damages are rectified to user's satisfaction.

The revenue items / material received in NDDB should be entered in an Inward goods receipt register, after acceptance and an endorsement to that effect should be made on the original bill before it is certified for payment. These registers could be maintained group wise or a common register can be used and maintained by Stores.

### **1.7 Liquidated Damages Terms**

Applicability of Liquidated damages (LD) shall be decided as per PO terms. For this purpose, where terms of delivery as per order is Ex-Works, the date of dispatch given on LR/ RR/ AWB should be considered. In case of an unusual long time in receipt of goods is noticed, the matter may be investigated further. If the term of delivery is FOR site, the date of receipt of material should be considered. In the event of waiver of liquidated damages, the circumstances should be recorded for obtaining specific approval of Competent Authority and forwarded to Purchase for issuance of order



## Purchase & Works Manual

amendment. Based on the amendment issued, certification should be forwarded to Accounts for release of the LD charges deducted, if any.

### 1.8 Other General Points for Bill certification

1.8.1 If the shortages / damages are found to be more than 10% of the value of the items, then supplier should be informed that, unless the shortages / damages are made good, their payment will be withheld.

1.8.2 Whenever an invoice is withheld for certification, then the certifying officer should inform the supplier within a week's time giving the reasons for withholding the invoice.

1.8.3 The Certifying Authority may decide to withhold an amount, for shortages / damages, which is reasonably higher than the short shipped / damaged items, depending on the nature of such cases.

1.8.4 Later on, while certifying such withheld invoice, the reasons for late certification beyond 90 days from the date of receipt of invoice, shall be informed by the Indenting group while forwarding the certified invoice.

1.8.5 In case where payment is released in advance / through bank and shortages / damages are found in the consignment, then the following procedure may be followed for making good the shortages / damages/ replacements:

- Request supplier to make good the shortages / replace damaged items.
- Lodge claim with Insurance company/ transporter for NDDB's own material and request the Supplier to lodge the claim for Project purchases
- Regular follow-up with the supplier should be made.
- Even after taking above actions, if the supplier does not respond then forfeiture of the security deposit or invocation of Bank guarantee, if available should be considered. The Retention payment should also be withheld.
- Wherever required, debit notes should be raised for the value of such goods.
- When delivery is taken at port/ airport, if required, goods should be inspected through a third party inspection agency. Any damage/ shortage should be reported to customs, port authorities, supplier and Insurance company.



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- As a last resort, legal procedures may be initiated.

### 1.9 Release of With-held Payment

If there are shortages/ damages observed, while recommending deduction for the corresponding value, efforts should be made to get the shortages made good/ replacements received in a reasonable time, depending upon the nature of the item and damages suffered, by taking up the matter with the supplier. After receiving the replacements/making good shortages by supplier the deducted amount, if any, may be released as per the terms and conditions of the Purchase Order.

### 2.0 Time Schedule for Payment

The total time, for release of payment should normally not exceed 30 days from the date of receipt of materials at site/ destination. The indenting/ User Group should monitor all pending payments regularly with Accounts group.

#### a) For NDDB Purchases

For purchases meant for NDDB, if all items are received in good condition, the indenting group should complete the certification of invoice within 7 days so that party receives payment within 30 days.

#### b) For Project Purchases

The following time frame for release of payments should be strictly adhered to by all concerned and exception would be made only after recording reasons for delay and its justifications.

- i) Date of receipt of material : D
- ii) Issue of GRN : within 7 days from D
- iii) Certification of bill by indenter : within 15 days from D
- iv) Release of payment by Accounts : within a maximum period of 30 days from D

If the day happens to be a holiday, the next working day may be considered.



# Purchase & Works Manual

## Part 2 - Section 2, Procedure for Disposal of Surplus, Scrap & Salvaged Material

### 2.1 Introduction

From time to time some materials procured for organisation may not be required for use due to obsolescence, wear and tear, surplus/ redundant items and so on. These materials, occupy valuable productive space, create hindrance for smooth flow of work, give room for bad house keeping, offer ideal dwelling places for insects, rodents and reptiles etc. Therefore their periodical disposal becomes necessary, at least once in a year.

For disposals of NDDB assets, the concerned custodian group should obtain in-principle approval of the Competent Authority indicating the realisable value, before forwarding the request for disposal of assets to Purchase Group. Statutory approval, wherever required, for disposal of the items, shall be obtained by the Custodian group.

The following procedure for disposal should be followed.

### 2.2 Disposal of Routine Scrap/ Surplus Non-Asset Items

For disposal of routine scrap items, such as waste papers, empty bottles, empty plastic containers, damaged components/ used electrical goods/ automobile parts, unserviceable tires/ tubes, grass/ vegetation, wood/ branches of trees/ trees (only after obtaining statutory approval) and surplus **un-usable non-asset items**, contracts should be finalized after inviting competitive bids either by advertising in the local news papers or by calling restricted bids from reliable local scrap dealers. The cost of advertisement should not exceed 5% of the anticipated sales realisation value of such items, in case a decision to advertise is taken.

#### 2.2.1 Following procedure may be followed:

The concerned holding group of such items should prepare a list of disposable items indicating Asset ID No. for Capital Items with quantities, location, Book Value & estimated sales realizable values etc. and obtain approval of the Competent Authority indicating minimum realizable price.

Once the approval is accorded and received at Purchase Group, the process of disposal may be initiated by inviting restricted or open bids. General Terms & Conditions to be used while inviting bids for disposal are given in subsequent clause no. 2.9.0.



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No change in items or their quantity should be permitted after invitation of the bids. The bids received should be scrutinised and the highest bid should be recommended for award. The items may be disposed off after obtaining the approval of the Competent Authority, as per the delegation of powers and after the successful bidder deposits the money with NDDDB.

- 2.2.2 For disposal of routine scrap items, recurring in nature, possibility of finalisation of Annual Rate Contracts should be explored.

### 2.3 Disposal of Non-Routine Scrap, Surplus & Asset Items

For disposal of non-routine scrap, damaged, un-serviceable, surplus and/ or obsolete items and any other movable property, the concerned holding group of such items should first prepare a list of disposable items with their identification numbers, quantities etc. The list will then be referred to Accounts Group for indicating the original purchase value and current book value of the items involved. The Asset holding group shall explore possibility of alternative usage of items, if any, before deciding on disposal and shall put up to the Competent Authority for approval indicating estimated sales realizable value. Approval of the Chairman should be obtained wherever the book value of an item exceeds Rs. One lakh.

Once the approval is accorded and received at Purchase Group, the process of disposal may be initiated by inviting competitive bids on restricted or open bids basis. General Terms & Conditions to be used while inviting bids for disposal are given in clause no. 2.9.0.

No change in items or their quantity should be permitted after invitation of the bids. The bids received should be scrutinized and the highest bid should be recommended for award. The items may be disposed off after obtaining the approval of the Competent Authority, as per the delegation of powers and after the successful bidder deposits the money with NDDDB.

- 2.3.1 In the case of capital items, particularly the office equipments and vehicles, possibility of buy-back (trade in) should also be explored for disposal of old item while procuring the new item.

### 2.4 Disposal of salvaged dairy commodities FIT for Human Consumption

- 2.4.1 For disposal of salvaged dairy commodities, necessary certificate regarding the fitness for human consumption of the commodities to be disposed, should be obtained from an independent laboratory, prior to invitation of the offers for disposal and it should be clearly mentioned in the proposal, bid notice etc. that the commodities are FIT for human consumption

- 2.4.2 For disposal of these commodities, the co-operatives, NDDDB's managed units and the Central/ State Govt. Organisations should first be contacted





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and if, they do not respond within 15 days, the bidding procedure is to be followed.

2.4.3 The disposal procedures for these commodities, after getting the approval of Competent Authority, shall be similar to as explained in this manual.

### 2.5 Disposal of damaged dairy commodities UNFIT for Human Consumption

2.5.1 For disposal of damaged dairy commodities, unfit for human consumption necessary certificate regarding the non suitability for human consumption of such commodities should be obtained from an independent laboratory prior to invitation of the offers for disposal and it should be clearly mentioned in the proposal, bid notice etc. that the commodities are UNFIT for human consumption.

2.5.2 For disposal of these commodities, the co-operatives, NDDDB managed units and the Central/ State Govt. Organisations should first be contacted and only if they do not respond within 15 days the bids procedure is to be followed.

2.5.3 The disposal procedure for these commodities, after getting approval from the Competent Authority shall be similar to as explained in this manual. Before actual disposal of such commodities, an undertaking should be obtained from the Buyer that they would not use or resale the commodities for direct or indirect human consumption.

### 2.6 Handing Over of Disposed Items

The items to be disposed off should be handed over to the successful bidder by the concerned group against the receipt of payment made by the bidder. For the purpose, the concerned group should prepare a gate pass indicating brief description of items disposed, their quantity and identification marks, if any, and obtain a receipt from the party on the same. At the time of removing the disposed items from NDDDB premises, the security personnel and/ or representative of the concerned group should verify the items being collected by the party vis-à-vis the items indicated in the gate pass.

### 2.7 Removal of Items disposed from the Asset Register

After the disposal is effected, the items should be removed from the Asset Register, wherever applicable, mentioning the Items have been disposed. A note to this extent giving details of the Asset ID No. (if available) etc. be sent to Accounts by the Custodian Group for proper accounting treatment.



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### 2.8 Invoicing for the Goods/ Items disposed off

Full particulars of the goods/ items disposed complete with their quantities and rates accepted for disposal should be communicated to the Accounts Group for raising appropriate invoices and for depositing the applicable tax with the Statutory Authorities.

### 2.9 Terms and Conditions for Disposal

The following standard “Terms and Conditions” for Disposal may be used by all offices of NDDB.

#### Terms & Conditions

- 1 The items shall be disposed off on “As Is Where Is” basis. The interested Bidders may inspect the items on any working day from - (date)- to -(date)- between -(time)- to -(time)- hours at (full address of location where items are stored). Interested parties may contact (particulars of contact person) for inspection of the items.
- 2 All the items shall be sold on lot/ unit rate basis as per the groups defined in the list enclosed. Bidders should, therefore quote their price for all the items of a group on lot/ unit rate basis. The price quoted should be NET inclusive of all applicable taxes and duties/levies. Bidders may fill in their rates in the space provided.
- 3 Bidders should satisfy themselves about the availability and condition of material/items put for disposal before submission of their offers. No claim in this regard shall be entertained by the NDDB at any point of time.
- 4 All bidders should furnish EMD (Earnest Money Deposit (EMD)) in the form of Demand Draft / pay order in favour of “National Dairy Development Board” payable at -(place)--. The value of EMD shall be as specified against each group quoted by the bidder. No interest shall be paid by NDDB on the EMD amount.
- 5 The bid along with required Earnest Money Deposit (EMD) should be submitted to --NDDB--- in a sealed envelope latest by -(time)-- on - (date)--. The envelope should bear the reference number of disposal enquiry letter and the due date. The bids received after the scheduled time and date shall be rejected. The bids shall be opened at ---- Hrs on the same day, in presence of interested bidders in case of Open Tender.
- 6 Bids received without required Earnest Money Deposit (EMD) shall be rejected.



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7. The successful bidder shall be required to deposit the full bid amount (including applicable tax) on receipt of disposal Sale Order/ Letter from NDDB. The successful bidder should make the payment in full by way of Demand Draft / Banker's Pay Order favouring "National Dairy Development Board" payable at Anand within 10 days from the date of disposal Sale Order issued by NDDB. Failure to make payment as above shall result in annulment of award and forfeiture of Earnest Money Deposit (EMD).
8. The successful bidder shall have to lift all the items in totality within ---- days of deposition of money. The possession of materials shall be handed over by NDDB to an authorized representative, who shall produce original money receipt of the successful bidder at the premises where the materials are stored. All liabilities of NDDB towards the said material shall cease as soon as the material is handed over to the successful bidder.
9. The material / items, if not lifted by the successful bidder within -----days of deposition of money, shall be stored solely at the risk and cost of the successful bidder and NDDB shall not be liable for their safe custody beyond 30 days of due date of delivery and may forfeit the amount deposited.
10. The Earnest Money Deposit (EMD) of un-successful bidders would be returned by account payee cheque by registered post / courier within 30 days of acceptance of disposal contract by successful bidder.
11. NDDB reserves the right to accept or reject any or all bids either wholly or partly without assigning any reason thereof.
12. Any dispute in interpretation of the terms and conditions of this bid enquiry shall be referred to Group Head (Purchase), NDDB, Anand whose decision shall be final. Only the courts of Anand will have the jurisdiction against this bid enquiry.

**Note:-** The above terms are representative terms and need not be taken firm. Suitable modifications/ additions may be made as required.



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## Part 2 - Section 3, Procedure for Insurance

### 3.1 Introduction

Insurance is a system of financial protection against any accidental or fortuitous events. By affording protection against fortuitous losses, it enables the organisation to venture capital more freely and greatly to expand the scope of their operations.

The Purchase Group will process insurance contract for NDDB's assets based on the information/ data provided by the custodian/ various end users in writing. The data/ information to be provided by the Custodian Group should include brief description of the assets to be insured with their values, details of the risks to be covered and time period for such coverage required. Insurance at HO, where major assets of NDDB are located, is being handled directly by Purchase Group based on information provided by custodian group. In the case of Regional offices and Training centres, insurance coverage is being taken by respective offices from local offices of insurance agencies to facilitate easy follow-up, in case the need arises.

3.1.1 The insurance procedures given below should be followed by all Offices of NDDB, as applicable. The custodian group shall ensure that all the assets under their custody are insured.

3.1.2 The general insurance is divided into four major groups:

- a) Fire: Loss of property due to fire or other allied perils.
- b) Marine: Loss due to damage, breakage to the property in transit by road, rail, sea or air.
- c) Engineering: Various hazards occurring during Project Implementation.
- d) Miscellaneous: Motor insurance, burglary, personal accident, fidelity policy, Machinery break down policy etc.

There are different policies available under each group mentioned above. Some of the important policies and the risks covered under each policy are given below.

### 3.2 Fire Insurance Policy

Policy covers protection against following perils:



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- Fire including fire resulting from explosion.
- Lightning
- Explosion /Implosion
- Short circuit
- Act of terrorists.
- Riot & Strike
- Malicious damage
- Storm
- Typhoon
- Flood & inundation

3.2.1 Certain additional risks like Earth quake, Removal of debris, consulting Engineer's / Architect's fees and forest fire etc. can be covered by paying extra premium.

### 3.3 Marine or Transit Insurance Policy

Under this policy, the loss, damage, theft, pilferage, non delivery, shortage or breakage occurred during the transportation of goods by road, rail, sea, air and items dispatched through post / post parcel are covered. For project purchases, the Marine/ Transit insurance to be taken by the contractor/ supplier shall be for an amount equal to 110% of the FOR Destination value of the goods from ``warehouse to warehouse" on ``All Risks" basis including Strike, Natural calamities but exclusive of War risks valid for not less than 3 months after the date of arrival of Goods at final destination.

3.3.1 Buyer may take an additional insurance cover towards the Customs Duty paid on imported goods on warehouse to warehouse basis.

### 3.4 Miscellaneous Insurance Policy

Under this type of policy, several risks could be covered by the insurer, most important amongst them is burglary insurance for business premises. This policy covers loss/ damages arising out of theft following upon actual and forcible entry into premises. This policy, however, does not give protection against theft carried out by servants/ employees during their usual course of activities or the loss of goods noticed at the time of taking inventory.

### 3.5 Project Insurance Policies

This type of insurance deals with the risks involved in industrial units. The Dairy, Cattle Feed Plants, projects are insured under this insurance. Under this insurance, following policies can be availed :



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### **3.5.1 Storage Cum Erection Insurance**

This policy covers protection against loss/ damage to the plant, machinery and equipment while they are being stored at site and erected. This policy also gives protection against loss or damage occurring to civil construction, if included, plant, equipment and machinery during the erection and commissioning trials or the test runs. This policy ceases to be operational as soon as the tests / trial runs are completed, unless extended as per requirement. Under the policy, the goods are also insured against theft, burglary. The loss of life or bodily injury to the third party (who is not an employee of insured) can also be covered under this policy. The Third Party insurance, which covers protection of any material or physical damage, loss or injury which may occur to any property including that of the Service Recipient/ NDDDB (third party) during execution of work, shall be for 10% of the value of the works with number of occurrence unlimited.

For Project purchases, the Storage-cum-erection All Risk policy to be taken by the contractor/ supplier shall be for an amount equal to 100% of the contract value valid for a period not less than 3 months after installation, including one month for testing and commissioning.

### **3.5.2 Machinery Break Down Policy**

This policy is an ideal cover for Plant and Machinery to cover cost of repairs or replacement of damaged part as a result of accidental Electrical and Mechanical Break down, due to internal and external causes. Cover is granted during the time, machine is in operation or rest or in process of dismantling and over haul or during subsequent re-erection at the same premise.

### **3.5.3 Contractor's All Risk Policy**

The policy covers only civil work of all types, especially when civil work is not included in the storage cum erection of a project, under Erection all risk policy. For project civil work orders, the contractor shall obtain the insurance for 110% of the contract value.

Payment of premium in this policy can be made in installments, provided the policy period is more than one year.

This policy should be obtained alongwith the Third Party insurance, which covers protection of any material or physical damage, loss or injury which may occur to any property including that of the Service Recipient/ NDDDB (third party) during execution of work. Such insurance shall be for 10% of the value of the works with number of occurrence unlimited.



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### 3.5.4 Marine Cum Erection Insurance Policy

This policy gives protection to the insured for theft, pilferage or non delivery of the plant, equipment and machinery or part there of from the time it is despatched by the supplier and until it is received at site and there after until they are erected and tested at the project site. The civil construction and third party liability can also be included.

For project purchases, the Contractor/ Supplier may also obtain a Marine-cum-erection All risk policy, covering supply, storage and erection of equipment instead of separate policies for Marine and Storage-cum-erection policies. This policy should be obtained alongwith the Third Party insurance, which covers protection of any material or physical damage , loss or injury which may occur to any property including that of the Service Recipient/ NDDDB (third party) during execution of work. Third party insurance shall be for 10% of the value of the works with unlimited number of occurrences.

### 3.5.5 Professional Indemnity/ Laibility Insurance for Consultants

The Consultant shall obtain and submit a Professional Indemnity/ Liability Insurance within 30 days from the date of work order. The value of the same should be 110% of the consulting charges with ratio of incidence as 1:1 (Any one Accident (AOA) limit : Any one year (AOY) limit) and the same should be valid till completion of the project including defect liability period for which services are to be provided by the consultant.

### 3.5.6 Workmen Compensation Policy for Accident or Injury to Workmen :

The NDDDB/ Service Recipient shall not be liable for or in respect of any damages or compensation payable at law in respect or in consequence of any accident or injury to any workman or other person in the employment of the Contractor or any sub- Contractor. The Contractor shall indemnify and keep indemnified the NDDDB/ Service Recipient against all such damages and compensation, save and except as aforesaid, and against all claims, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto. Where any case is instituted against the NDDDB/ Service Recipient, the Contractor shall implead himself as a party as if the case has been instituted against the Contractor.

The Contractor shall insure against such liability with an insurer and shall continue such insurance during the whole of the time that any persons are employed by him on the Works and shall, produce to the Engineer/ Service Recipient such policy of insurance and the receipts for the payment of the current premium.



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### 3.6 Procedure for Arranging Insurance under Marine Cum Erection and Erection All Risk Policies

3.6.1 Following information / documents are required to be given to the Insurance Company:

- (i) A questionnaire cum proposal form giving details of name of the insured, plant location, type and capacity of the plant, equipment, estimated value of plant, machinery, building etc.
- (ii) The amount of third party liability during civil construction, erection, commissioning etc.
- (iii) Estimates and approximate time required for erection, testing and commissioning (The premium rate and period of insurance is decided on the basis of these factors).
- (iv) Layout drawings and other documents.
- (v) In case of marine-cum-erection policy, the details of arrival of first consignment and anticipated arrival of last consignment.

3.6.2 The premium is to be paid in advance and policy document is to be obtained. It may be noted that the risk commences only from the day on which the premium is paid and cover note is issued. Premium rate / rates are fixed depending upon the type of insurance required and special risk, if any, are required to be covered under the policy.

3.6.3 Whenever civil work is to be insured under erection policy, it should be insured from the beginning of the project. Piecemeal insurance complicates certain issues at the time of settlement of claim. The inclusion of insurance for civil works will be decided by Indenting Group, depending on the nature of the work.

### 3.7 Steps to be taken in case of Loss/ Damage

The Suppliers/ Contractors insure projects under the erection or marine cum erection policies, the details of policy number, value, expiry date etc, should be kept at site office by obtaining the same from Head office / controlling office concerned.

In case of loss or damage, the Site Engineer should proceed as under:

3.7.1 In case of Loss/ Damage to the Consignment during Transit

- a) On receipt of the consignment, the outward condition of the packages should be examined and the number of packages should tally with the





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delivery challan or packing list or invoice sent by the supplier. The details should also tally with the RR or Lorry Receipt (LR).

- b) In case of apparent damage/ breakage of the packing of the consignment, the facts should be brought to the notice of the supplier/ contractor immediately and request them to lodge necessary claim with the insurance company and as well as concerned carriers.
- c) If any shortage / damage is observed, then the carriers should be intimated in writing with approximate, value of loss or damage and copies be endorsed to the supplier, concerned Office of NDDB. Such correspondence be made by fax/ email and shall be preserved. Wherever required, photographs of damaged property / goods to show extent of damage be taken.
- d) On arising of claim, the insurance company will appoint a Surveyor and the Surveyor will carry out survey of nature of loss / damage, circumstances, extent of loss / damage, value of salvage and amount of claim that can be entertained. The survey fee is to be paid by the Supplier/ Contractor to the Surveyor. Site Engineer should followup with the Supplier/ Contractor for early replacement/ repairing of damages.

### IMPORTANT NOTES

In case the claim is not settled by the Insurance Co. for a long time, (Say for about One to Two years, depending on the nature of the claim) for any reason, legal advice be taken and a suit be filed on the carriers (i.e. Transport Company / Railways / Shippers company) concerned for recovery of full loss / damages. This is independent of the claim being processed by the Insurance Co. and will be helpful in avoiding the claim being treated as “non-standard”.

In cases where the supplier is required to insure the goods up to site, the claim formalities and replacement of goods is the supplier's responsibility. For project purchases, the Site Engineer / consignee should inform the shortages/ damages to the supplier/ contractor immediately and request them to lodge necessary claims with the Insurance Company.

### **3.7.2 In Case of Loss/ Damage to the Equipment During Storage and Erection under Erection Policy**

#### a) Theft Or Burglary

On noticing of a theft or burglary or any item at the project site, the complaint should first be lodged by the Supplier/ Contractor with the Police Station under whose jurisdiction the area falls. Simultaneously, the insurance



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company should be informed by the Supplier/ Contractor of the loss with the available details like item, quantity, value, location etc. A copy of the First Information Report submitted to the Police authorities should also be sent to the insurance company by the supplier/ Contractor.

While police investigations are under way, the survey should be arranged in consultation with the insurance company. Necessary action for replacement of the item / goods lost in theft or burglary be initiated only after the survey is carried out.

The remaining formalities for lodging final claim are same as mentioned under 3.7.1

The Supplier/ Contractor should vigorously follow up with the Police Authorities for early completion of investigation and it is essential that Final Investigation Report is obtained and original/ certified copy of such report is sent to insurance company. It is obligatory that final investigation report is submitted to insurance company for settlement of claim. Site Engineer/ NDDDB and the Service Recipient may extend all necessary help for expediting the process.

### b) Loss / Damage during Erection/ Testing

For loss or damage during erection / testing or trial runs, the procedure to be followed is same as 3.7.1 above except the information to Police. However, loss / damage to the goods due to fire would involve Fire Station help wherever necessary. It is, however, essential that the available sources like fire extinguishers, water, sand or foam are used to put out fire at the very initial stage. The items damaged or affected by fire and salvaged should be segregated from neighboring goods and should be left undisturbed as far as possible. In case situation so demands, the help of Local authorities and police authorities should also be taken to minimize the loss due to reasons consequential to fire.

In all other case of loss / damage due to other causes like short circuit, explosion or failure of other systems like roof collapse, failure of supports, shearing of fasteners/ welded joints, the loss / damage should immediately be notified to insurance company by the Supplier/ Contractor and the concerned NDDDB office.

After the survey is arranged, the salvaged material should be kept separately and only after consultation with the surveyor / insurance company, action may be taken to by the Supplier/ Contractor to repair / replace/ dispose off. The affected items are the properties of the Insurance Company, once the claim is lodged and they have the right to deal with it in the manner best suited to their purpose.



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Rest of the procedure is same as outlined in 3.7.1.

After survey is carried out / agreed by the insurance company / surveyor, to proceed for repair/ replacement, the estimates/ offers, be obtained and work carried out. The estimates/ offers are required to be sent to the insurance company/ along with the claim bill for settlement.

### 3.8 Documents Required For Settlement of Claim

#### 3.8.1 For Transit/ Marine Insurance

- Documentary evidence of loss i.e. open delivery certificate or non-delivery certificate.
- Copies of correspondences exchanged with the carriers lodging formal monetary claim with AD card.
- Copy of certified copy of sales invoice and packing list.
- Original insurance policy duly endorsed.
- Claim bill.
- Letter of subrogation duly signed.
- Survey report.
- Copy of Lorry Receipt/ Railway Receipt.
- Customs cleared bill of entry (In case of imported cargo only)
- Copy of Airway Bill/ Bill of Lading, .

#### 3.8.2 For Theft / Burglary

- Copy of First & Final Investigation Report from Police
- Proforma invoice showing replacement cost
- Claim bill
- Letter of subrogation

#### 3.8.3 For Damage / Loss During erection/ Testing/ trails

- Repair/ replacement bill of the affected item.
- Claim bill
- Survey report

Apart from above documents, the insurance company may ask for any other relevant documents in support of the claim such as proof of payment etc. from time to time.

### 3.9 Settlement of Claim

The insurance company will entertain a claim only if it is submitted **within seven days from the date of incident**. This time limit may be extended, provided there is a strong justification (locational or circumstantial) to do so.



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It is, therefore, imperative to take immediate action. The time barred claims are liable for rejection.

The final settlement of claim will largely depend on the survey report. Surveyors are independent and their technical and commercial judgment will alone make a claim 'promising'. It is essential, therefore, that all facts are brought out and necessary cooperation is given to them.

### 3.10 Excesses

Except in marine policy, there will be an excess clause which will restrict claims below certain amount as not payable for more details on this amount for different kinds of insurance claims, the Insurance Tariff Book published by the General Insurance Company may be referred. This is also stated in the policy document issued by the insurance company. It is, therefore, suggested that if total claim value falls within the amount fixed in the policy for "excesses", the claim should not be preferred at all and the loss/ damage should be borne by the insured. This point be kept in view before lodging claims.

### 3.11 General

- 3.11.1 While entering into correspondence with insurance company or the surveyor, the policy number, type of policy, sum insured and claim no. (when given) should be mentioned.
- 3.11.2 Record of policy No., value and expiry date of the policy should be kept readily available and whenever the policy is due for renewal, suitable advice be sent to the custodian group, which would in-turn inform the Purchase Group the period for which extension / renewal of the policy is required, alongwith details of assets to be insured (considering addition/ disposal of items since the last policy). Claims under expired policy or intervening period of expiry and further renewal are not entertained. Usually, the insurance policies other than storage cum erection policy, are annual policies.
- 3.11.3 Generally the Fire Insurance policies for fixed assets have a facility to cover 5% additional value of the sum insured, provided 'Add-on' facility is included in the original policy and additional premium for the same has been paid. However, if the cumulative value of sum insured exceeds or is likely to exceed, due to addition of equipment during the tenure of the policy, the respective Functional Groups shall recommend to increase the value of sum insured accordingly, so that there is no "under-insurance" coverage of the goods at any time.
- 3.11.4 Generally, the insurance of all goods including old/ second-hand equipment, buildings etc. may be taken for a value representing current replacement cost/ present day market value. As far as possible, total landed cost including



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taxes, duties, installation, erection and commissioning costs, be considered for insurance purposes. The custodian group should, therefore provide the values accordingly.

*Important: The asset items to be covered shall also be reviewed periodically by asset holding group for the extent of coverage and the value depending on the age of the assets.*

- 3.11.5 Whenever, a special declaration policy is arranged, weekly/ monthly/ quarterly declarations of stock and its value must be sent immediately after the expiry of such period or as may be directed from time to time by the Offices concerned in each case.
- 3.11.6 For projects, record of policy No., value and expiry date of the policy should be maintained and whenever the policy is due for renewal, suitable advice be sent to the supplier/ contractor for renewal.
- 3.11.7 For the items not covered by the insurance policies obtained by the Suppliers/ Contractors, the Site Engineer shall obtain necessary insurance policies.

*The details given above are for general guidelines only. For any clarification/ doubt, reference may be made with full details to Purchase Group at NDDB Offices or the Insurance Company, or to the Insurance Tariff / Ready Reckoner published by the General Insurance companies.*



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### **PART – 3**

## **PROCUREMENT OF CONSULTANCY SERVICES**



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## Part 3 - Section 1, Procurement of Consultancy Services

### 1.1 Purpose

1.1.1 The purpose of these Guidelines is to define the National Dairy Development Board's policies and procedures for selecting, contracting and monitoring of consultants and other professional service providers.

1.1.2 For the purpose of these Guidelines, the term consultant(s) includes a wide variety of private entities, including consulting firms, engineering firms, inspection agents, auditors, universities, research institutions, government agencies, individuals/ experts etc. These organizations as consultants could be used for help in a wide range of activities – such as management; engineering services; bio-safety consultant, GMP consultant, waste water treatment consultant, construction supervision/ project management; feasibility studies, social and environmental studies, development of Computer hardware /software services etc. to complement the capabilities of the National Dairy Development Board.

### 1.2 When and how to engage Consultant

The specific purpose and the specific rules and procedures to be followed for employing Consultants depend on the circumstances of the particular case. However, following main considerations would guide the need and the selection process:

- i) Absence of required expertise in-house;
- ii) The need for high quality services;
- iii) The need for economy and efficiency;
- iv) The need to have qualified Consultants for providing the specific services;
- v) The importance of transparency in the selection process;
- vi) The identification of scope of work and the time frame for which services are to be availed of.

### 1.3 Applicability of Guidelines

The consulting services to which these Guidelines apply are of an intellectual and advisory nature. These Guidelines do not apply to other types of services in which the physical aspects of the activity predominate (for example, construction works, manufacture of goods, operation and maintenance of facilities or plant).

### 1.4 Consortium of Consultants

Consultants may associate with each other to form a consortium to



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complement their respective areas of expertise, or for other reasons. Such an association may be for the long term (independent of any particular assignment) or for a specific assignment. The consortium may take the form of a joint venture or of a sub consultancy. In case of a joint venture, all members of the joint venture shall sign the contract and shall be jointly and severally liable for the entire assignment. Even after the short list is finalized, and Request for Proposals (RFPs) are issued, any association in the form of joint venture or sub consultancy among short-listed firms shall be permissible. Under such circumstance, one of the short-listed consultants must become the lead member of the consortium and NDDB shall only deal with the lead member for all the purposes.

### 1.5 Selection of Consultants

1.5.1 For selection of the consultants, normally, NDDB shall adopt two stage procedure. In the first stage, NDDB shall identify the likely sources on the basis of formal or informal enquiries and by inviting Expression of Interest (EOI) through advertisement. On the basis of responses received, Consultants meeting the requirement will be short listed for further consideration. In the second stage, the short-listed consultant/s will be invited to submit (through Request for Proposals or RFP) their Technical and Financial Proposals. The consultant shall be selected based on evaluation of their Technical and Financial bids.

1.5.2 The selection of consultant shall follow any of the following methods; as considered appropriate:

- i) Quality and Cost Based Selection (QCBS)
- ii) Least Cost Selection (LCS)
- iii) Single Source Selection (SSS)

### 1.6 Consultancy Evaluation Committee (CEC)

For all cases with an estimated cost of more than Rs. 10 lakh, a CEC comprising Group Heads of Purchase, Indenting and Accounts Group shall be constituted ((Group Head (Purchase) and Group Head of Indenting Group for estimated cost less than Rs. 10 lakh)). The CEC shall be responsible for all aspects and stages of the consultant selection i.e. issuance of EOI, evaluation of EOI and short-listing of consultants, issuance of RFP, evaluation of technical and financial proposals, negotiations and final selection of the consultant. In case of selection of consultant by direct negotiations/ Single Source Selection, the CEC comprising Group Heads of Accounts, Purchase and Indenting Groups shall negotiate with the consultant on technical and financial aspects.





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### 1.7 Forms of Contracts

1.7.1 Forms of the contracts that may be entered into by NDDB with the consultant depending upon the nature of the assignment as under:

- i) Lump sum contract;
- ii) Time based contracts;
- iii) Percentage contract;

1.7.2 The lump sum contract and Percentage Contract are the preferred form of contracts and under normal circumstances, NDDB shall use these form of contracts. The other forms of contract shall only be used under special circumstances, as specified in Types of Contract.



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## Part 3 - Section 2, Shortlisting stage in Procurement of Consultancy Services

### 2.1 Terms of reference (TOR)

The indenting group shall be responsible for preparing the TOR for the assignment. TOR shall be prepared by those who have sufficient knowledge and experience in the area of the assignment.

The TOR shall include:

- i) Purpose/ objective of the assignment;
- ii) Detailed scope of work;
- iii) Expected input of key professionals ( number of experts, kind of expertise required);
- iv) Proposed schedule for completing the assignment;
- v) Reports/ deliverables required from the consultant.
- vi) Background material, records of previous surveys etc. available and to be provided to the consultant by NDDDB
- vii) Facilities such as local conveyance, office space etc., which can be provided to the consultant
- viii) Procedure for review of the work of consultant after award of contract

TOR shall clearly define the objectives, goals, and scope of the assignment and provide background information (including a list of existing relevant studies and basic data) to facilitate the consultants' preparation of their proposals. If transfer of knowledge or training is also an objective, it should be specifically outlined along with details of number of staff to be trained, and so forth, to enable consultants to estimate the required resources. TOR shall list the services and surveys necessary to carry out the assignment and the expected outputs (for example, reports, data, maps, surveys). However, TOR should not be too detailed and inflexible, so that competing consultants may propose their own methodology and staffing. Firms shall be encouraged to comment on the TOR in their proposals. NDDDB's and consultants' respective responsibilities should be clearly defined in the TOR.

### 2.2 Cost Estimate (Budget)

Preparation of a well-thought-through cost estimate by the Indenting Group is essential for earmarking realistic budgetary resources. The cost estimate shall be based on NDDDB's assessment of the resources needed to carry out the assignment: staff time, logistical support, and physical inputs (for example, vehicles, laboratory equipment). Costs shall be divided into two broad categories:



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- (a) fee or remuneration (according to the type of contract used) and
- (b) reimbursable, and further divided into foreign (if applicable) and local currency payments. The cost of staff time shall be estimated on a realistic basis for the personnel, as applicable, by ascertaining the prevalent market conditions or past records of similar jobs.

### 2.3 In-principle approval

After preparation of detailed TOR and cost estimation, Indenter shall obtain in-principle approval for the same from the concerned Group Head.

### 2.4 Shortlisting of Qualified Consultants - Expression of Interest (EOI)

#### 2.4.1 Request for Expression of Interest (REOI)

For all consultancy contracts an advertisement called "Request for Expression of Interest" (REOI) shall be published on the NDDDB's website. However, for consultancy contracts exceeding estimated cost of Rs. 50 lakh, except in cases of nomination/ single source selection, an advertisement of REOI shall be released in at least one National Newspaper for preparing the short list. Attention of known reputed consultants may also be separately drawn wherever possible. Advertisement in newspapers may be brief and shall give reference to the NDDDB's website. The advertisement must include, among other things, the last date of submission of EOI, how to get copy of EOI document, contact information of NDDDB with name of contact person etc.

### 2.5 Request for Expression of Interest (REOI) Document

Purchase Group shall prepare an REOI document based on the approved TOR and pre-qualification criteria provided by the Indenting Group. The REOI document shall contain following information:

- i) Brief about objectives and scope of work: This should include brief description about objective of carrying out the assignment and expected deliverables of the assignment. This should also include the place of execution of the assignment.
- ii) Instructions to the Consultants: It should include instructions regarding nature of job; submission requirement; requirement of bid processing fees, if any; last date of submission; place of submission; and any related instruction.
- iii) Pre-qualification Criteria; This should clearly lay down the pre-qualification criteria which shall be applied for short listing the



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consultants.

- iv) Details for submission; This section shall specify the details of the information which the consultants are expected to submit with their EOI.

### 2.6 Short List of Consultants

2.6.1 The CEC shall evaluate the consultants for short listing, inter-alia, based on their past experience of handing similar types of projects, strength of their man power and financial strength of the firm.

2.6.2 The CEC may assign scores to the response of each consultant based on weightages assigned to each of the criteria in EOI. Normally, the following weightages may be used for such evaluation (this is just an indicative criteria to assist the evaluators):

Sl. No.	Criteria	Weightage	
	Sub-criteria	Criteria Total	Sub-criteria
1	Past experience of the consultant (track record)	60%	
	<ul style="list-style-type: none"> <li>• Number of years' relevant experience</li> <li>• Past experience of studies of similar nature</li> <li>• Past experience in carrying out               <ul style="list-style-type: none"> <li>- Studies in the related sector</li> <li>- Studies carried out in the region</li> </ul> </li> </ul>		20% 50% 20% 10%
2	General profile of qualification, experience and number of key staff (not individual CVs)	25%	
	• Qualifications		30%
	• Relevant experience		70%
3	Overall financial strength of the consultant in terms of turnover, profitability and cash flow (liquid assets) situation	15%	
	Turnover figure for last three years.		50%
	Net profit figure for last three years		50%
	Total	100%	

2.6.3 The short list of firms is required for the selection of consultancy services in a competitive process with a minimum of three and generally not more than six, based on the highest scoring, in case the number of offers is large.



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**OR**

- 2.6.4 The CEC shall short list all the consultants who secure the minimum required marks [normally 50%]. The minimum qualifying requirement shall be specified in the EOI document.

**OR**

- 2.6.5 Alternatively, NDDB may specify in the EOI document minimum qualifying requirement for each of the criteria i.e. minimum years of experience, minimum number of assignments executed, minimum turnover etc. Under such circumstances, NDDB shall apply pass-fail test and short list all the consultants who meet the minimum requirement as specified.

- 2.6.6 The short list may comprise only national consultants (firms registered or incorporated in the country), if the EOI document specifically states so.



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## Part 3 - Section 3, Selection of Consultants by Competitive Process

### 3.1 Quality and Cost Based Selection (QCBS)

The selection process generally includes the following steps:

- i) Preparation and issuance of the request for proposals (RFP);
- ii) Pre-bid meeting;
- iii) Receipt and public opening of proposals;
- iv) Evaluation of technical proposals: consideration of quality;
- v) Public opening of financial proposals;
- vi) Evaluation of financial proposal;
- vii) Selection of the winning proposal through combined evaluation;
- viii) Negotiations with the selected consultant, if required
- ix) Award of the contract to the selected firm.

### 3.2 Preparation and Issuance of the Request for Proposals (RFP)

3.2.1 Request For Proposal (RFP) is the bidding document in which the technical and financial proposals from the consultants are obtained. It contains the following:

- i) A letter of invitation (LOI)
- ii) Instructions to consultants (ITC)
- iii) Terms of Reference (TOR)
- iv) List of key positions / professionals required for the assignment
- v) Requirement of qualification and experience of the firm and of the key professional staff
- vi) Criteria of bid evaluation and selection procedure
- vii) Standard formats for technical proposal
- viii) Standard formats for financial proposal
- ix) Proposed form of contract

NDDB shall use the applicable standard RFP with minimal changes as necessary to address project-specific issues. NDDB may use an electronic system to distribute the RFP. If the RFP is distributed electronically, the electronic system shall be secured to avoid modifications to the RFP and shall not restrict the access of short listed consultants to the RFP.



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The RFP will be sent only to the short listed consultants.

### 3.2.2 Letter of Invitation (LOI)

The LOI shall state the intention of NDDB to enter into a contract for the provision of consulting services, the details of NDDB and the date, time, and address for submission of proposals.

### 3.2.3 Instructions to Consultants (ITC)

- a) The ITC shall consist of two parts, (1) Standard information, and (2) Assignment specific information. The assignment specific information is added through “data sheet”. The ITC, therefore, contains all necessary information that would help the consultants prepare responsive proposals, and shall bring as much transparency as possible to the selection procedure by providing information on the evaluation process and by indicating the evaluation criteria and factors and their respective weights and the minimum passing quality score. The standard information include clauses relating to the procedure of bid submission, the procedure relating to pre-bid meeting, procedure for seeking clarifications etc. The assignment / job specific information will be prepared separately and it will include the date and time of bid submission, contact address, the qualification criteria, the method of selection, the evaluation process, the factors of evaluation and their respective weights etc.
- b) The ITC shall indicate either the estimated cost or expected input of key professionals (staff time, in man-months). Consultants, however, shall be free to prepare their own estimates of staff time necessary to carry out the assignment. The ITC shall specify the proposal validity period (normally 90-120 days).

### 3.2.4 Standard formats for technical and financial proposals

- a) The standard formats for technical proposal include:
  - i) Format for Letter of Proposal submission
  - ii) Format for Consultant’s organization and experience
  - iii) Format for Comments and suggestions on TOR
  - iv) Format for Approach and methodology
  - v) Format for Team Composition
  - vi) Format for Curriculum Vitae of key professionals
  - vii) Format for Staffing Schedule



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- viii) Format for Work Schedule
- ix) Format for Comments / modifications suggested on draft contract.
- x) Declaration regarding any conflicting activities.

b) The standard formats for financial proposal include:

- i) Financial Proposal Submission Form
- ii) A summary sheet of the cost to be quoted by the consultant.
- lii) Remuneration payable.
- iv) Reimbursables.

### 3.2.5 Proposed form of contract

- a) The contract includes accepted TOR methodology, general and specific conditions of contract, etc. NDDDB shall use the Standard Form of Contract.
- b) The general conditions of contract shall include all such conditions which are common in nature and not project specific. Such conditions include clauses pertaining to sub-contracting, methods of payment, termination and extension of contracts, arbitration/conflict resolution, variation in quantities, indemnity and insurance, force majeure, conflict of interest, compliance to local laws and taxes and duties etc.
- c) The project specific conditions include clauses relating to the assignment. These clauses should be carefully developed with consent of Indenting Group to protect the interest of NDDDB.

### 3.3 Pre-bid meeting

In all cases of large value or complex assignments, a pre-bid meeting may be prescribed in the RFP. The date and time for such a meeting should normally be after 7 to 10 days of issue of RFP and should be specified in the RFP itself. During this meeting, the scope of assignment, responsibilities of either parties or other details should be clearly explained to the prospective bidders so that there is no ambiguity later on at the time of submission of technical/ financial bids. Where some significant changes are made in the terms/ scope of RFP as a result of pre bid meeting or otherwise considered necessary by NDDDB, a formal Corrigendum to RFP may be issued, to all short listed consultants. In such cases, it should be ensured that after issue of Corrigendum, reasonable time (not less than 15 days) is available to the bidders to prepare/ submit their bid. If required, the time for preparation and submission of bids may be extended, suitably.





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### 3.4 Receipt and opening of proposal

3.4.1 Sufficient time should be allowed to the short listed consultants to prepare and submit their proposals. The time allowed shall depend on the assignment, but normally shall not be less than four weeks and more than three months. In cases, where participation of international consultants is contemplated, a period of not less than eight weeks should normally be allowed. If necessary, the deadline for submission of proposals may be extended. The technical and financial proposals shall be submitted at the same time, in separate sealed envelopes. The technical bids will be opened within 30 minutes after closing of receipt of proposals in presence of representatives of Purchase, Indenting group and Internal Auditor. The financial proposals shall remain sealed and shall be opened publicly only of those firms who have qualified technically. All proposals received after the deadline shall be declared late and rejected and promptly returned unopened.

### 3.5 Evaluation of Proposals: Consideration of responsiveness

The evaluation of the proposals shall be carried out in two stages: At the first stage evaluation of technical proposals is taken up. Unsigned and proposals with lesser validity than that prescribed in the RFP will be summarily rejected as being non-responsive, before taking up the appraisal of the technical proposal for evaluation of quality. Evaluators of technical proposals shall not have access to the financial proposals until the technical evaluation is concluded. The financial proposal of only such bidders will be opened which obtain minimum qualifying marks prescribed for the technical proposal.

### 3.6 Evaluation of the Quality

3.6.1 Each technical proposal shall be evaluated taking into account the criteria as prescribed in the RFP by awarding marks so as to make total maximum technical score as 100. The criteria and weightage to each criteria or sub-criteria would depend on the requirements of each case and may be fixed objectively. A model scheme of maximum marks is, however, proposed as under:

<u>Details</u>	<u>Max. Marks</u>
1 Experience of the firm	20
2 Methodology, work plan and understanding of TOR	25
3 Suitability of the Key personnel for the assignment	45
4 Capability for Transfer of knowledge/ training*	10
TOTAL	100



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\* If this criterion is not required, the marks can be adjusted against some other criteria.

The weight given to the firm's experience can be relatively modest, since this criterion has already been taken into account when short-listing the consultant. More weightage shall be given to the methodology in the case of more complex assignments (for example, multidisciplinary feasibility or management studies).

3.6.2 For evaluation of the technical bids, suggested formats have been given at **Annexure 3A, 3B, 28, 29, 30, 31A, 31B & 31C** of the manual.

3.6.3 The CEC shall divide the above criteria mentioned in para 3.6.1 into sub criteria. For example, sub criteria under methodology, work plan and understanding of TOR can be divided into:

- i) Understanding of TOR,
- ii) Acceptability and detailing of methodology and work plan,
- iii) Innovation, if it is important.

The sub criteria for suitability of the key professionals for the assignment can also be divided into:

- i) Educational qualifications (20% weight),
- ii) Professional experience in the required area of assignment (60% weight).
- iii) Experience in the region : knowledge of the local language, culture, administrative system, and so forth (20% weight)

However, the number of sub criteria should be kept to the minimum that is considered essential.

3.6.4 Evaluation of only the key personnel is recommended. Since key personnel ultimately determine the quality of performance, more weight shall be assigned to this criterion if the proposed assignment is complex. The CEC shall review the qualifications and experience of proposed key personnel in their curriculum vitae, which must be signed by an authorized official of the consultant and the individual proposed.

3.6.5 At the end of the technical evaluation process, the CEC shall prepare a technical evaluation report of the "quality" of the proposals.

3.6.6 Minimum qualifying marks for quality of the technical proposal will be prescribed and indicated in the RFP. The consultants who are qualifying as per the technical evaluation criteria will only be considered as eligible for opening of their financial proposal.



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### 3.7 Opening of Financial Proposals and Evaluation of Cost

- 3.7.1 After evaluation of quality, CEC shall notify the consultants that have successfully satisfied the qualifying standard or where marks have been awarded, the minimum qualifying marks, and indicate the date and time set for opening the financial proposals. The financial proposals shall be opened publicly in presence of the representatives of the technically qualified consultants who choose to attend. The name of the consultant, the quality scores, and the proposed prices shall be read aloud and recorded when the financial proposals are opened. CEC shall prepare the minutes of the public opening.
- 3.7.2 The CEC will then examine if there are any arithmetical errors to be corrected. For the purpose of comparing proposals, the costs shall be converted to Indian Rupees as stated in the RFP. The CEC shall make this conversion by using the selling exchange rates for those currencies as per exchange rate quoted by State Bank of India. The RFP shall specify the source of the exchange rate to be used and the date of exchange rate to be taken for comparison of the costs. This date shall be the date of opening of financial bids.
- 3.7.3 For the purpose of evaluation, the total cost shall include all taxes and duties for which NDDDB makes payments to the consultant and other reimbursable expenses, such as travel, translation, report printing.
- 3.7.4 If there are conditions attached to any financial proposal, which shall have bearing on the total costs as indicated in the proposal, the CEC shall reject any such proposals as non-responsive financial proposal. However, if the CEC feels it necessary to seek clarification on any financial proposals regarding taxes, duties or any such matter, the CEC may do so by inviting responses in writing.

### 3.8 Combined Quality and Cost Evaluation

- 3.8.1 Under QCBS, normally, the technical proposals will be allotted weightage of 70% while the financial proposals will be allotted weightages of 30%. However, weightages may be kept considering the complexity of the assignments.
- 3.8.2 Proposal with the lowest cost may be given a financial score of 100 and other proposals given financial scores that are inversely proportional to their prices.
- 3.8.3 The total score, both technical and financial, shall be obtained by weighing the quality and cost scores and adding them up. **The proposed weightages for quality and cost shall be specified in the RFP.**



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- 3.8.4 Highest points basis: On the basis of the combined weighted score for quality and cost, the consultant shall be ranked in terms of the total score obtained. The proposal obtaining the highest total combined score in evaluation of quality and cost will be ranked as H-1 followed by the proposals securing lesser marks as H-2, H-3 etc. The proposal securing the highest combined marks and ranked H-1 will be invited for negotiations, if required and shall be recommended for award of contract.

As an example, the following procedure can be followed. In a particular case of selection of consultant, it was decided to have minimum qualifying marks for technical qualifications as 75 and the weightage of the technical bids and financial bids was kept as 70 : 30. In response to the RFP, 4 proposals, A,B,C & D were received.

**The technical evaluation committee awarded them 75, 80, 90 and 65 marks respectively.** The minimum qualifying marks were 75. First 3 proposals were, therefore, found technically suitable and their financial proposals were opened after notifying the date and time of bid opening to the successful participants. The last proposal scoring 65 marks was found technically not suitable and therefore, its financial bid should not be opened. The quoted prices were evaluated as under:

<u>Proposal</u>	<u>Evaluated cost</u>
A	Rs.120
B	Rs.100
C	Rs.110

Using the formula  $LEC / EC$ , where LEC stands for lowest evaluated cost and EC stands for evaluated cost, the committee gave them the following points for financial proposals:

$$A : 100 / 120 = 83 \text{ points}$$

$$B : 100 / 100 = 100 \text{ points}$$

$$C : 100 / 110 = 91 \text{ points}$$

In the combined evaluation, the combined technical and financial scores were calculated as under:

$$\text{Proposal A: } 75 \times 0.70 + 83 \times 0.30 = 77.4 \text{ points.}$$

$$\text{Proposal B: } 80 \times 0.70 + 100 \times 0.30 = 86 \text{ points}$$

$$\text{Proposal C: } 90 \times 0.70 + 91 \times 0.30 = 90.3 \text{ points.}$$



## Purchase & Works Manual

The three proposals in the combined technical and financial evaluation were ranked as under:

Proposal A: 77.4 points : H3

Proposal B: 86 points : H2

Proposal C: 90.3 points : H1

Proposal C at the evaluated cost of Rs.110 was, therefore, declared as successful.

### 3.9 Negotiations and Award of Contract

- 3.9.1 In the Consultancy Services contact, the accepted TOR and methodology etc. are laid down in form of 'Description of Services'. Therefore, before the contract is finally awarded, discussions may be necessary with the selected bidder to freeze these aspects, especially when, it is discouraged during evaluation of technical proposals to seek clarifications on these matters. In Procurement of Consultancy, this discussion is termed as Negotiations, since these discussions may have some financial ramifications at least for the bidder. Negotiations are not essential part of the selection process. In many cases, however, it may be necessary to conduct negotiations with the selected consultant for discussions of the TOR, methodology, key experts, Indenter's inputs and special condition of contract. These discussion shall not substantially alter (or dilute) the original TOR or terms of the offer, let the quality of the final product, its cost and the initial evaluation is vitiated. The final TOR and the agreed methodology shall be incorporated in 'Description of Services', which shall form part of the contract.
- 3.9.2 Financial negotiations shall only be carried out if, due to negotiations, there is any change in the scope of work which has a financial bearing on the final price or if the costs/ cost elements quoted are not found to be reasonable. In such negotiations, the selected firm may also be asked to justify and demonstrate that the prices proposed in the contract are not out of the line with the rates charged by the consultant for similar assignments. However, in no case such financial negotiation should result in an increase in the financial cost as originally quoted by the consultant and on which basis the consultant has been called for the negotiations. If the negotiations with the selected consultant fail, the CEC shall cancel the bidding procedure and re-invite the bids.
- 3.9.3 The name of the successful bidder along with details of costs and so on, shall be posted on NDDB's website after award of work to the successful bidder has been made and communicated to him in writing.



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### 3.10 Rejection of All Proposals and re-invitation

The NDDB will have the right to reject all proposals with the approval of Competent Authority . However, such rejections should be well considered and normally be in cases where all the bids are either substantially in deviation to the TOR or considered unreasonably high in cost and if in latter case, the lowest qualified bidder during negotiations fails to reduce the costs to a reasonable level. If it is decided to **re-invite** the bids, the terms of reference (TOR) should be critically reviewed/ modified so as to address the reasons of not getting any acceptable bid in the earlier Invitation for Bids.

### 3.11 Confidentiality

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm.



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## Part 3 - Section 4, Other Methods of Selection

### 4.1 General

This Section describes the selection methods other than QCBS, and the circumstances under which they are acceptable. All provisions of Selection of Consultants by competitive process (QCBS) shall apply for other methods of selection under this chapter unless a different provision has been specifically identified in this Section, in which case, the latter shall apply.

### 4.2 Least-Cost Selection (LCS)

4.2.1 This method is appropriate for selecting consultants for assignments of a standard or routine nature (audits, noncomplex works, and so forth) where well-established practices and standards exist. Under this method, a “minimum” qualifying mark for the “quality” is established. Proposals, to be submitted in two envelopes, are invited from a short list. Technical proposals are opened first and evaluated. Those securing less than the minimum qualifying mark are rejected, and the financial proposals of the rest shall be opened as stipulated in paragraph 3.7. The proposal with the lowest price shall then be selected. Under this method, the minimum qualifying mark shall be established, understanding that all proposals above the minimum compete only on “cost”. The minimum qualifying mark shall be stated in the RFP.

4.2.2 This method shall not be used as a substitute for QCBS and shall be used only for the specific cases of very standard and routine technical nature where the intellectual component is minor. For this method, the minimum qualifying mark shall be 70 (seventy) points or higher.

### 4.3 Single Source Selection (SSS)

4.3.1 Selection of consultants through direct negotiations does not provide the benefits of competition in regard to quality and cost, lacks transparency in selection, and could encourage unacceptable practices. Therefore, single-source selection shall be used only in exceptional cases and with the approval of the Competent Authority.

4.3.2 This method of selection may be adopted only if it presents a clear advantage over competition and under circumstances such as (a) for tasks that represent a natural continuation of previous work carried out by the firm, (b) in case of emergency situation, situation arising after natural disasters, situations where timely completion of the assignment is of utmost importance, (c) situations where the execution of assignment may involve use of proprietary techniques or only one consultant has requisite expertise.



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- 4.3.3 When continuity for downstream work is essential, the initial RFP shall outline this prospect, and, if practical, the factors used for the selection of the consultant should take the likelihood of continuation into account. Continuity in the technical approach, experience acquired, and continued professional liability of the same consultant may make continuation with the initial consultant preferable to a new competition subject to satisfactory performance in the initial assignment. For such downstream assignments, NDDB shall ask the initially selected consultant to prepare technical and financial proposals on the basis of TOR furnished by NDDB, which shall then be negotiated.
- 4.3.4 If the initial assignment was not awarded on a competitive basis or was awarded under tied financing or reserved procurement or if the downstream assignment is substantially larger in value, a competitive process shall normally be followed in which the consultant carrying out the initial work is not excluded from consideration if it expresses interest.
- 4.3.5 For selecting a consultant under this method, the Indenter should prepare a full justification and take the approval of the Competent Authority.





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## Part 3 - Section 5, Types of Contracts

### 5.1 Lump Sum (Firm Fixed Price) Contract

Lump sum consultancy contracts are used mainly for assignments in which the content and the duration of the services and the required output of the consultants are clearly defined. They are widely used for simple planning and feasibility studies, environmental studies, detailed design of standard or common structures, preparation of data processing systems, and so forth. Payments are linked to outputs (deliverables), such as reports, drawings, bill of quantities, bidding documents, and software programs. While lump sum consultancy contracts are easy to administer because payments are due on clearly specified outputs, it is essential that the terms of payments for these consultancy contracts are linked with the output and the time frame within which each of the defined activities are to be completed.

This type of contracts shall normally be used for hiring services of the consultants under this guideline.

### 5.2 Time-Based Contract

This type of contract is appropriate when it is difficult to define the scope and the length of services, either because the services are related to activities by others for which the completion period may vary, or because the input of the consultants required to attain the objectives of the assignment is difficult to assess. This type of contract is widely used for complex studies, supervision of construction, advisory services, etc. Payments are based on agreed hourly, daily, weekly, or monthly rates for staff (who are normally named in the contract) and on reimbursable items using actual expenses and/ or agreed unit prices. The rates for staff include salary, social costs, overhead, fee (or profit), and, where appropriate, special allowances. This type of contract shall include a maximum amount of total payments to be made to the consultants. This ceiling amount should include a contingency allowance for unforeseen work and duration, and provision for price adjustments, where appropriate.

### 5.3 Percentage Contract

These contracts are commonly used for architectural services. They may be also used for procurement and inspection agents. Percentage contracts directly relate the fees paid to the consultant to the estimated or actual project construction cost, or the cost of the goods procured or inspected. The selection is made based on two stage bidding. The final selection is made among the technically qualified consultants who have quoted the lowest percentage while the notional value of assets is fixed.



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## Part 3 - Section 6, Important Provison in RFP/ Contract

### 6.1 Currency

Under normal circumstances, all the contracts should be based on Indian Rupees only. However, for exceptional cases, contracts in foreign currency may be permitted with prior approval of the Competent Authority. RFPs shall clearly state that firms may express the price for their services, in the currency specified in RFP. If RFP allows proposals in any other currency, the date and the exchange date for converting all the bid prices to Indian Rupees shall be indicated in RFP.

### 6.2 Payment Provisions.

Payment provisions, including amounts to be paid, schedule of payments, and payment procedures, shall be agreed upon during negotiations vis-a-vis RFP and also indicated in the draft contract. Payments may be made at regular intervals (as under time-based contracts) or for agreed outputs (as under lump sum contracts). Payments for advances if any should be backed by Bank Guarantee. Normally, it should not exceed 10% of the cost of the contract. Any advance payment should be backed by a bank guarantee with suitable validity.

### 6.3 Conflict of Interest.

The consultant shall not receive any remuneration in connection with the assignment except as provided in the contract. The consultant and its affiliates shall not engage in consulting activities that conflict with the interest of the NDDB under the contract and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the "Services" under the ongoing contract. It should be the requirement of the consultancy contract that the consultants should provide professional, objective and impartial advice and at all times hold the NDDB's interests paramount, without any consideration for future work, and that in providing advice they avoid conflicts with other assignments and their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of being unable to carry out the assignment in the best interest of NDDB. Consultants shall not be hired, under the circumstances set forth below:

- a) **Conflict between consulting activities and procurement of goods, works or services:** A firm that has been engaged to provide goods, works, or services for a project, and each of its affiliates, shall not be eligible for providing consulting services related to those goods, works



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or services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and each of its affiliates, shall not be eligible for subsequently providing goods, works or services for such preparation or implementation.

- b) **Conflict among consulting assignments** : Neither consultants (including their personnel and sub-consultants) nor any of their affiliates shall be hired for any assignment that, may be in conflict with another assignment of the consultants. As an example, consultants hired to prepare engineering design for an infrastructure project shall not be engaged to prepare an independent environmental assessment for the same project, and consultants assisting a client in the privatization of public assets shall neither purchase nor advise purchasers of, such assets. Similarly, consultants hired to prepare Terms of Reference (TOR) for an assignment shall not be hired for the assignment in question.
- c) **Relationship with Employer staff** : Consultants (including their personnel and sub-consultants) that have a business or family relationship with such member(s) of NDDB's staff or with the staff of the project implementing agency, who are directly or indirectly involved in any part of ; (i) the preparation of the TOR of the contract, (ii) the selection process for such contract, or (iii) supervision of such contract; may not be awarded a contract unless it is established to the complete satisfaction of the employing authority, for the reason to be recorded in writing, that such relationship would not affect the aspects of fairness and transparency in the selection process and monitoring of consultant's work.

### 6.4 Unfair Competitive Advantage

Fairness and transparency in the selection process require that consultants or their affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the request for proposals and all information would be made available to all short listed consultants together.

### 6.5 Professional Liability.

The consultant is expected to carry out its assignment with due diligence and in accordance with prevailing standards of the profession. As the consultant's liability to NDDB will be governed by the applicable law, the contract need not deal with this matter unless the parties wish to limit this liability. If they do so, they should ensure that (a) there must be no such limitation in case of the consultant's gross negligence or willful misconduct; (b) the consultant's liability to NDDB may in no case be limited to less than the total payments expected to be made under the consultant's contract, or the proceeds the consultant is entitled to receive under its insurance, whichever is higher; and



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(c) any such limitation may deal only with the consultant's liability towards NDDDB and not with the consultant's liability towards third parties.

### 6.6 Staff Substitution.

During an assignment, if substitution is necessary (for example, because of ill health or because a staff member proves to be unsuitable, or the member is no longer working with the consultant), the consultant shall propose other staff of at least the same level of qualifications for approval by NDDDB.

### 6.7 Applicable Law and Settlement of Disputes.

The contract shall include provisions dealing with the applicable law, which should be the law applicable in India and the forum for the settlement of disputes.

### 6.8 Training or Transfer of Knowledge

If the assignment includes an important component of training or transfer of knowledge, the Terms of Reference (TOR) shall indicate the objectives, nature, scope, and goals of the training program, including details on trainers and trainees, skills to be transferred, time frame, and monitoring and evaluation arrangements. The cost for the training program shall be included in the consultant's contract and in the budget for the assignment.

### 6.9 Standards of Ethics

NDDDB as well as consultants should observe the highest standard of ethics during the selection and execution of such contracts.

(a) In pursuance of the above objective:

- (i) NDDDB will reject a proposal for award if it determines that the consultant recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (ii) NDDDB will declare a consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the consultant has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract.

### 6.10 Monitoring of the Contract:

Concerned technical group of NDDDB should be involved throughout in monitoring the progress of the assignment. Suitable provision for this should be made in the contracts which should also take care of the need to terminate / penalize the contractor or to suspend payments till satisfactory progress



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has not been achieved.

### **6.11 Confidentiality :**

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the award of contract is notified to the successful firm, except that after technical evaluation, the overall technical score shall be informed to all consultants for each criteria or sub-criteria, if any, as required by RFP document.



# **Purchase & Works Manual**

## **ANNEXURES**



## Purchase & Works Manual

### Annexure – 1, Sample Format of IFB



**National Dairy Development Board**  
 PB No. 40, Anand, Gujarat-388001,  
 Tel: 02692-260148/260149/260160 Fax: 02692-260159  
 Website: <http://www.nddb.coop>  
**INVITATION FOR BIDS (IFB)/ LOCAL COMPETITIVE BIDDING (LCB)**

**Sealed Bids are invited on behalf of Service Recipient from eligible bidders for the works listed below:**

Sr. No.	Description of works/ Bid Reference	Estimated cost(Rs.)/ Completion Period	Sale of bid Start/ Close	Bid submission date & time Bid opening date & time
A)	<b>Civil, Structural &amp; Other Misc. works for the following (I &amp; II):</b>			
B)	<b>Design, Supply, Installation, Testing and Commissioning of the following works :</b>			

**For further details pertaining to IFB and for downloading the bid document, please visit NDDB website: [www.nddb.coop](http://www.nddb.coop) & [www.mstccommerce.com/eprochome/nddb](http://www.mstccommerce.com/eprochome/nddb). For any clarification please contact General Manager (Purchase), NDDB, Anand-388001 (Gujarat). email: [purchase@nddb.coop](mailto:purchase@nddb.coop), NB: Any corrigendum/ modification etc. will be posted only on these website.**



## **Purchase & Works Manual**

### **Annexure - 2, Guidelines for Empanelment of Architectural & Structural Consultants**

Sub: Empanelment of consultants

As per CVC guidelines consultants should be appointed through a competitive process. Accordingly, Expression of Interest (Eoi) were invited from consultants for empanelment, to provide consultancy for Architectural Structural & Architectural-Cum-Structural services through an open advertisement..

A list of consultants empanelled as Architects & Structural Consultants is enclosed herewith at Encl - I for providing services towards design of Civil & Structural works of various projects. A copy of the guidelines for appointment of consultants based on competitive offer basis is enclosed at Encl - II.





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**Encl - I**

Approval Note ref No HO:PUR: NDDDB\_ANAND:PCP dated 04.01.2017 for empanelment of “ Architects and Structural Constultants”

**I. Category ‘C’ - Estimated Value of the Works above Rs. 50 Crore**

1. Architech Hafeez Contractor
2. HCP Design Planning and Management Private Ltd.
3. Kanvinde Rai and Chowdhury Architects
4. Creative Group
5. Pithavadian and Partners
6. PTK Architects
7. Torsion Engineers and Consultants

**II. Category ‘B’ - Estimated Value of the Works from Rs. 20 to Rs. 50 Crore**

1. Pheroze Kudianawala Consultants Engineers Pvt Ltd.
2. SIJCON Consultants Pvt Ltd.
3. SMPS Consultants
4. Akash Shah and Associates
5. Rushabh Consultants
6. Shirish Malpani and Associates

**III. Category ‘A’ (Estimated Value of the Works up to Rs. 20 Crore)**

**Nil**

However, the Consultants eligible for Category ‘C’ would also be eligible for Category ‘B’ & ‘A’ and the Consultants eligible for Category ‘B’ would also be eligible for Category ‘A’.

**Further, with reference to approval note ref No ES: Consultant Empanelment: dated 16 October 2017 the following is modified:**

“ In order to provide the opportunity to all empanelled Consultants and to ensure that project drawings are released on schedule by the act of balancing, it is recommended that at any point of time, no Consultants should be awarded more than two works excluding the minor/miscellaneous nature of civil works of projects including NDDDB works having contract value less than Rs 10.00 Crores. A work shall be treated as complete from the above perspective of award of new contract, only if all Good for Construction (GFC) drawing, under the scope of Consultant, have been released and certificate to that effect is issued by the Group Head (ES).”



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Encl – II

## Guidelines for appointment of Architects & Structural Consultants based on Competitive offer basis

### NEW PROJECTS

- An approved list of empanelled consultants, for providing different type of services for designing civil works of estimated value upto Rs.20 Crore (Category A), Rs 20 to 50 Crore (Category B) and above Rs. 50 Crore (Category C) is attached at Annex - I.
- The enquiry for submission of offers for works shall be sent to all Consultants empanelled under relevant category
- The enquiry / bidding document for the works falling under Category C would also be sent to the Consultants empanelled for category A & B, and the consultants eligible under category B are also eligible for category A, except the consultants already awarded more than two works for which completion certificate is yet to be issued. excluding the minor/miscellaneous nature of civil works of projects including NDDDB works having contract value less than Rs 10.00 Crores. A work shall be treated as complete from the above perspective of award of new contract, only if all Good for Construction (GFC) drawing, under the scope of Consultant, have been released and certificate to that effect is issued by the Group Head (ES).”
- Information such as estimated cost of civil & structural works, survey plan, functional requirement, conceptual equipment layout plan with tentative areas of different sections, services requirements, tentative utility layout plans, estimated number of visits to site and NDDDB Office etc. will be provided to the Consultants along with the bid document (However, the actual requirement in the case of Powder Plant would be available only after the finalization of the respective vendors).
- The bids for appointment of Architects & Structural Consultants will be invited alongwith scope of work and standard terms and conditions. Price bid would be invited on the basis of percentage of estimated cost of civil & structural works and travel expenses per visit to site/ NDDDB Office.
- List of consultants already awarded more than two works for which completion certificate is yet to be issued should be provided by the indenting group along with the indent.



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- The work shall be awarded after obtaining the approval of Competent Authority.

### **REVIEW OF PERFORMANCE**

- The list of empanelled Consultants shall be reviewed once in three years.

### **EXISTING PROJECTS (REPETITION OF EXISTING DESIGN WITHOUT OR WITH MINOR MODIFICATIONS)**

- Whenever an existing design is to be repeated without any changes or with minor modifications to maintain similarity , to save cost on account of fee payable and time required for inviting fresh offers & interaction with the consultants for preparing fresh designs, the services of consultants who were involved in preparation of original design may be availed. The fees payable to them would be on the basis of fees mentioned generally as 0.50% (for totally repetitive design) or 0.75 % (for totally repetitive with minor modification in design) of total cost of building / buildings in case of Architectural & Structural Consultancy & of total unfinished structural cost of building / buildings as agreed in the earlier agreements.



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## Annexure – 3A, Format for Bid Opening Statement (Technical Bid)



National Dairy Development Board  
Anand

### Bid Opening Statement (Technical Bid)

**Bid Opening  
Date & Time**  
**IFB Ref. No.**

**EMD Amount: ₹**  
EMD Valid upto

### Description of Works:

Sl. No.	Name of the Bidder submitting the bid	EMD Details	Remark
		DD/BG No. Dtd. Bank: Valid upto:	

Accounts Group

Purchase Group

Indenting  
Group



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## Annexure – 3B, Format for Bid Opening Statement (Price Bid)



National Dairy Development Board

Anand

### Bid Opening Statement (Price Bid)

**Bid Opening Date & Time**

**IFB Ref. No.**

**Description of Works:**

Sl. No.	Name of the Bidder submitting the bid	Total Price Quoted (₹)	Remark

Accounts Group

Purchase Group

Indenting Group



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## Annexure - 4, Constitution of Purchase Committee

Purchase Committees shall be constituted as per the guidelines given below for the award of contracts/ purchase orders.

### 1.0 General

For purchases upto Rs.10 lakhs, the Purchase Committee need not be constituted. The Competent Authority who has been delegated the power as mentioned in DOP shall approve the proposals.

### 2.0 For Purchases above Rs.10 Lakhs and upto Rs. 50 lakhs against competitive bids, the purchase committee shall comprise of:

- |      |  |                       |
|------|--|-----------------------|
| i)   | Group Head (Purchase)                              | - Member              |
| ii)  | Group Head (Indenting Group)                       | - Member              |
| iii) | Group Head (Accounts)                              | - Member              |
| iv)  | Group Head (Indenting Group) for Project Purchases | - Approving Authority |

**OR**

- |  |   |                       |
|--|---|-----------------------|
|  | ED/ Managing Director (for Other Purchases) | - Approving Authority |
|--|---|-----------------------|

### 3.0 For Purchases (a) above Rs. 50 lakhs upto Rs. 250 lakhs against competitive bids and (b) above Rs. 10 lakhs and upto Rs. 100 lakhs against single bid, the purchase committee shall comprise of:

- |      |  |                       |
|------|--|-----------------------|
| i)   | Group Head (Indenting Group)   | - Member              |
| ii)  | Group Head (Purchase)  | - Member              |
| iii) | Group Head (Accounts)  | - Member              |
| iv)  | ED (upto Rs. 75 lakh for competitive bid and Rs. 25 lakh for single bid) for reporting Groups/ Managing Director | - Approving Authority |



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4.0 For purchases (a) above Rs. 250 lakhs and upto Rs. 500 lakhs against competitive bids and (b) above 100 lakhs and upto Rs. 250 lakhs against single bid, the purchase committee shall comprise of:

- |      |  |                       |
|------|--|-----------------------|
| i)   | Group Head (Purchase)                      | - Member              |
| ii)  | Group Head (Indenting Group)               | - Member              |
| iii) | Group Head (Accounts)                      | - Member              |
| iv)  | ED (reporting Group) and Managing Director | - Member              |
| v)   | Chairman                                   | - Approving Authority |

5.0 For purchases (a) above Rs. 500 lakhs against competitive bids and (b) above Rs. 250 lakhs against single bid, the purchase committee shall be same as 4.0 above. The committee shall recommend the proposal to the Board for approval.

6.0 Powers of an officer can also be exercised by his Reporting Officer



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## Annexure – 5, Format of Purchase Proposal

**CONFIDENTIAL**

File Ref:

Date:

### PURCHASE COMMITTEE PROPOSAL

1. Name of the Project :
2. Indent No. & Date :
3. Indenting Group :
4. Item Description (Name of the work) :
5. Estimated Cost :
6. Budget Provision :
7. Source of Funds :
8. Type of Bid :
9. Bid Reference :
10. Last date of receipt of technical bids :
11. Bid Opening Date  
    Technical Bid :  
    Price Bid :





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- 12. Total Number of Bids Received** :
- 13. Number of valid bids** :
- 14. Bid Opening Statement** : **Technical Bid (Flag A)**  
: **Price Bid (Flag B)**
- 15. Comparative Statement** :
- 16. Proposed Order Value** : **Rs.**
- 17. Name of recommended bidder** :
- 18. Project Completion (As per Service agreement)** :
- 19. Job Completion period** :
- 20. Justification for award of Contract** :  
(Preferably not more than 1 - 2 pages)

Recommendation:

In View of the above,.....

Members of the Purchase committee may kindly go through the proposal and if it meets their concurrence, then the same may be recommend the same for the approval of (competent authority) as per clause no. \_\_\_\_ of DOP.

Justifying Officers

(Name & Designation of the officer) (Name & Designation of the Officer)



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### **Purchase Committee Recommendations:**

(Members of Purchase Committee to be as per constitution of Purchase Committee - Annexure 4)

**Approving Authority** (Approving authority to be as per the delegation of power)

*Note:* **Justification for award of contract mentioned at Sl. No. 20 should comprise of evaluated status of bids – Price- wise, Eligibility criteria -wise based on the information /data furnished by the bidders. Justification should also include details about eligibility & capability of all bidders. It should also highlight any special conditions/ deviations agreed by NDDB and approval of Competent Authority should be sought.**



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### Annexure – 6A, Format of Completion Certificate for Civil Works

#### COMPLETION CERTIFICATE TO BE ISSUED BY SITE ENGINEER

Name of the work	
Name of agency	
Order no. & date	
Order value	Rs.
Executed value (Including Extra items & without escalation)	Rs.
Certified that the work physically completed on:	

1. Certified that the contractor completed the works by -----
2. Certified that the contractor has virtually completed the work as per the specification and as per agreement.
3. Certified that no tools and plants belonging to our department are with the contractor.
4. Certified that the contractor has cleared the site.
5. Certified that nothing is due to be recovered from the contractor over and above the deductions already made.

**Site Engineer**

-----Project  
**(For Service Recipient)**

**Date:** -----

**Place:** -----



## Purchase & Works Manual

### Annexure – 6B, Format of Completion Certificate for Mech/ Elec Works

#### PROFORMA OF COMPLETION CERTIFICATE

(TO BE ISSUED BY THE PURCHASER AFTER  
SUCCESSFUL COMMISSIONING OF PLANT)

No.

Date:

M/s.

Sub: Certificate of Commissioning of Plant

1. This is to certify that the plant/s as detailed below has been received in good condition alongwith all the standard and special accessories (subject to remarks in para No. 2) and a set of spares in accordance with the Contract/Specifications. The same has been installed and commissioned.

- a) Contract No. Dated
- b) Description of the plant
- c) Plant No. (s)
- d) Quantity
- e) Bill of Loading Dated (for Import Contract)
- f) Name of the Vessel/transporter
- g) R/R No. Dated
- h) Name of consignee
- i) Date of commissioning & Proving Test

2. Details of Accessories/Spares not yet supplied and recoveries to be made on that account.

S.No.	Description	Amount to be recovered
-------	-------------	------------------------

3. The proving test has been done to our entire satisfaction and operators have been trained to operate the plant.

4. The supplier has fulfilled his contractual obligations satisfactorily.\*\*

or

The Supplier has failed to fulfill his contractual obligations with regard to the following:



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- a)
- b)
- c)
- d)

5. The amount of recovery on account of non-supply of accessories and spares is given under para No. 2.
6. The amount of recovery on account of failure of the supplier to meet his contractual obligations is as indicated in endorsement of the letter.

Signature

Name

Designation with Stamp

\*\* Explanatory Note for filling up the certificates:

1. Points to be considered while filling up para No. 4 of the certificate on contractual obligations of the supplier.
  - a) He has adhered to the time schedule specified in the contract in dispatching the documents/drawings pursuant to Technical Specifications.
  - b) He has installed and commissioned the plant in time i.e. within the period specified in the contract from the date of the installation by the Purchaser in respect of the installation of the plant.
  - c) Training of personnel as per contractual obligation by the supplier has been done.
  - d) In the event of documents/drawings having not been supplied or installation and commissioning of the plant have been delayed on account of the supplier, the extent of delay should always be mentioned.



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### Annexure – 6C, Format of Completion Certificate

Ref:

Date:

#### COMPLETION CERTIFICATE FOR WORKS

This is to certify that M/s. **(Name of the party with address)** has virtually completed the \_\_\_\_\_ **(Brief title of works mentioned in the Work Order / P.O)** of \_\_\_\_\_ project **(Name of the project)** on \_\_\_\_\_. 20\_\_ **(the date on which project has been virtually completed)** against our Work Order / .P.O no. \_\_\_\_\_ dated \_\_\_\_\_ & amended Work Order / P.O no. \_\_\_\_\_ dated \_\_\_\_\_. The value of works carried out by the said party, as per the final bill under the aforesaid work order / purchase order **(as indicated in full & final settlement of accounts & accepted by the party)** is Rs. \_\_\_\_\_.

This certificate is issued subject to defects in executed works, if any, observed during post construction investigation or during the defect liability period. The contractor shall rectify such defects as per terms & conditions of the contract.

(Signature, Name & Designation of Issuing Authority)



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### Annexure - 7, Format of BG – Earnest Money Deposit (EMD) for NDDB and Projects (Civil and Mechanical)

#### Form of Bank Guarantee for EMD

[On the Non-judicial stamp paper of Rs. 100/- minimum OR as per the Stamp Act of Local State Government from where the BG is issued]

**Bank Guarantee no.**

**Date:**

This deed of guarantee made on this \_\_\_\_\_ day of 20\_\_ (two thousand and \_\_\_\_\_) by (Name and the address of the Bank), hereinafter referred to as the Bank, which shall unless repugnant to the context and the meaning thereof includes its legal representatives, successors and assignees and the National Dairy Development Board (hereinafter referred to as the NDDB) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas the NDDB has invited bids for the construction/ supply/ supply & installation of \_\_\_\_\_ by the Invitation to bid no. \_\_\_\_\_

AND WHEREAS M/s \_\_\_\_\_ (Name and the Address of the bidders) who having submitted their bids (hereinafter referred to as the Bidder) and have agreed to deposit to the NDDB an amount indicated in the Invitation to bid as per the terms and the conditions of the bidding documents.

AND WHEREAS the NDDB is also willing to accept a Bank guarantee in lieu of payment by demand draft of an amount equivalent to the amount of EMD required to be deposited by the bidder to the NDDB and the guarantee shall be kept valid till \_\_\_\_\_ (date to be mentioned).

In consideration of the NDDB having agreed to consider the bid proposals having submitted by the bidder without depositing the amount of EMD but against this Bank guarantee, we (name and the address of the Bank) hereby undertake and guarantee to make payment to the NDDB the amount of EMD or any part thereof not deposited by the bidder to the NDDB at any time (time being the essence of the Contract) when the NDDB asks for the same as per the terms and the conditions of the bidding documents within 120 days from the date of opening of the bids.

The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the NDDB in writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) provided always that any indulgence or forbearance on the part of the NDDB to the said bidder, with or



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without the consent of the Bank shall not prejudice or restrict remedies against the bank nor shall the same in any event be a ground of defence by the Bank against the NDDB.

In case the NDDB puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this Bank guarantee, the Bank will consider without demur that such demand by itself is a conclusive evidence and proof that the bidder has failed in complying with the terms and conditions stipulated by the NDDB in its bidding document and payment will be made to the NDDB without raising any disputes regarding the reasons for such failures on the part of the bidder.

The Bank shall not be discharged or released from this guarantee by any arrangement between the bidder and the NDDB with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the NDDB to the bidder.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the NDDB may have or hereafter possess against the bidder and the NDDB shall be under no obligations to marshal in favour of the Bank any such securities or fund or assets that the NDDB at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the NDDB on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post/ by speed post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank thereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

The guarantee shall remain in force until \_\_\_\_\_ and the Bank undertakes to renew the Bank Guarantee provided the request is made by the bidder before the expiry of Bank Guarantee.

Notwithstanding anything stated hereinbefore (I) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (ii) The Bank Guarantee shall remain in force till \_\_\_\_\_20\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the NDDB serves upon the Bank a written claim or demand on or before \_\_\_\_\_.





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Place

Signature

Seal

Code no.

Notes: 1) BIDDERS SHOULD ENSURE THAT THE SEAL AND CODE NO. OF SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.

2) THE VALUE OF STAMP DUTY SHOULD BE MINIMUM Rs. 100/- OR AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.



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### Annexure – 8A, Format of BG – Advance for NDDB's own Purchases

#### Form of Bank guarantee against Advance Payment

[On the Non-judicial stamp paper of Rs. 100/- minimum OR as per the Stamp Act of Local State Government from where the BG is issued]

Bank Guarantee No. \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of the National Dairy Development Board (hereinafter called 'NDDB') having agreed to grant an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s. \_\_\_\_\_ (hereinafter called the said supplier/ contractor) under the terms and conditions of an contract/purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ made between the NDDB and M/s. \_\_\_\_\_ for the construction/ supply/ supply, erection and commissioning of -----(Work Description)----- (hereinafter called the 'said contract/ purchase order') on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (hereinafter called 'the Bank') do hereby undertake to pay the NDDB an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss/ damage caused to or suffered would be caused or suffered by the NDDB by reason of any breach by the said supplier(s) of any of the terms and conditions contained in the said contract/ purchase order.

We, \_\_\_\_\_, do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the NDDB which has to be served on us before the expiry date of Bank Guarantee i.e. ----- stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the NDDB by reasons of any breach by the said supplier/ contractor of any of the terms and conditions contained in the contract/ purchase order or by reasons of the supplier/ contractor failure to perform the said contract/ purchase order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

We, \_\_\_\_\_ (the Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract/purchase order and that it shall continue to be enforceable till all the dues of the NDDB, under, or by virtue of the said contract/ purchase order have been fully paid and it's claims satisfied or discharged or till the NDDB certifies that the terms and conditions of the said contract/ Purchase Order have been fully and properly carried out by the said supplier/ contractor and accordingly discharge the guarantee unless a demand or claim under this guarantee made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.



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We, \_\_\_\_\_(the Bank)\_, further agree with the NDDB that the NDDB shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract/ Purchase Order to extend time of performance by the said Supplier/ contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the NDDB against the said Supplier/ contractor and to forbear or enforce any of the terms and conditions relating to the said contract/ Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of the NDDB or any indulgence by the NDDB to the said Supplier/ contractor or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the NDDB on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post/ speed post at the address of the Bank.

We, \_\_\_\_\_, undertake not to revoke this guarantee during its currency except with the previous consent of the NDDB in writing

We, \_\_\_\_\_, undertake to renew the Bank Guarantee provided the request for renewal is made by the said supplier/ contractor before the expiry of Bank Guarantee.

Notwithstanding anything stated hereinbefore (i) our liability under this Bank Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)  
(ii) The guarantee shall remain in force till the \_\_\_\_\_ 20\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the NDDB serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place:

Date :

SEAL

\_\_\_\_\_  
(SIGNATURE)

CODE NO.

### NOTES:

1. SUPPLIER/ CONTRACTOR SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
2. THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.



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3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	<b>National Dairy Development Board</b>
Current Account No.	<b>10201746296</b>
RTGS/IFSC code	<b>SBIN0004084</b>
Beneficiary Bank Name	<b>State Bank of India</b>
Beneficiary Bank Address	<b>Special Commercial Branch, Jaylaxmi Plaza, Ganesh Crossing, Anand – 388 001</b>

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	<b>National Dairy Development Board</b>
Beneficiary Address	<b>P.B. No. 40, Anand – 388001, Gujarat</b>

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 8B, Format of BG – Advance for Project Civil Works

#### Form of Bank Guarantee for Advance payment (on Non-judicial Stamp Paper of Rs. 100 minimum or as per the stamp act of local state Govt.)

Bank Guarantee No: \_\_\_\_\_

Date: \_\_\_\_\_

In consideration of \_\_\_\_\_, (hereinafter called "the Service Recipient") having agreed to grant Advance payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s \_\_\_\_\_ (hereinafter called "the said contractor") under the terms and the conditions of the Work order no. \_\_\_\_\_ dated \_\_\_\_\_ made by NDDDB in the capacity of Pure Agent on behalf of the Service Recipient, and M/s \_\_\_\_\_ for the construction of \_\_\_\_\_ (hereinafter called "the said work order") on production of Bank guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). We \_\_\_\_\_ (hereinafter called the Bank) do hereby undertake to pay the Service Recipient an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss/damage caused to or suffered, would be caused or suffered by the Service Recipient by reason of any breach by the said contractor of any of the terms and conditions contained in the said work order.

We, \_\_\_\_\_ (the Bank), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Service Recipient which has to be served on us before the expiry date of Bank Guarantee i.e. \_\_\_\_\_ stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Service Recipient by reasons of any breach by the said Contractor of any of the terms and conditions contained in the Contract or by reasons of the Contractor's failure to perform the said Contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee and shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

We, \_\_\_\_\_ ( the Bank ), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Contract and that it shall continue to be enforceable till all the dues of the Service Recipient, under, or by virtue of the said Contract have been fully paid and it's claims satisfied or discharged or till Service Recipient certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee unless a demand or a claim under this guarantee is made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liabilities under this guarantee thereafter.



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We, \_\_\_\_\_ (the Bank), further agree with the Service Recipient that the Service Recipient shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said Contract to extend the time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the power exercisable by the Service Recipient against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of the Service Recipient or any indulgence by the Service Recipient to the said Contractor or any such matter or thing whatsoever which under the law relating to the sureties would but for this provision have effect of so relieving us.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Service Recipient on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by the actual delivery thereof to the bank or by dispatch thereof to the Bank by registered post / speed post at the address of the Bank.

We, \_\_\_\_\_ (the bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of Service Recipient in writing.

We, \_\_\_\_\_ (the bank), undertake to renew the bank guarantee provided the request for renewal is made by the said contractor before the expiry of Bank Guarantee.

Notwithstanding anything stated hereinbefore: (i) our Liability under this Bank guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only). (ii) The guarantee shall remain in force till the \_\_\_\_\_ and (iii) the bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Service Recipient serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place  
Date

Signature  
Bank Seal  
Bank Code no.

### Note:

1. Contractor should ensure that Seal and Code no. of the Signatory is put by the bankers, before the submission of the Bank guarantees.
2. The value of stamp duty should be minimum Rs. 100 or as per latest stamp act of Local State Government from where the Bank Guarantee is issued.



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3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB [As a Pure Agent for Consultancy Projects] only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 8C, Format of BG – Advance for Project Mechanical/ Electrical Works

#### (Form of Bank guarantee against Advance Payment)

(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

**Bank Guarantee No.**

**Date:**

In consideration of \_\_\_\_\_ (hereinafter called 'Service Recipient') having agreed to grant an advance of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) to M/s. \_\_\_\_\_ (hereinafter called the said supplier) under the terms and conditions of an contract/purchase order No. \_\_\_\_\_ dated \_\_\_\_\_ made by NDDDB in the capacity of Pure Agent on behalf of the Service Recipient and M/s. \_\_\_\_\_ for the design, supply, erection and commissioning (hereinafter called the 'said contract/purchase order') on production of a Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only. We \_\_\_\_\_ (hereinafter called 'the Bank') do hereby undertake to pay the Service Recipient an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) against any loss/damage caused to or suffered would be caused or suffered by the Service Recipient by reason of any breach by the said supplier(s) of any of the terms and conditions contained in the said contract/ purchase order.

We, \_\_\_\_\_ (the name of Bank) , do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Service Recipient which has to be served on us before the expiry date of Bank Guarantee i.e., \_\_\_\_\_ stating that the amount claimed is due by way of loss or damage caused to our would be caused to or suffered by the Service Recipient by reasons of any breach by the said supplier(s) of any of the terms and conditions contained in the contract/purchase order or by reasons of the supplier(s) failure to perform the said contract/purchase order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

We, \_\_\_\_\_ (the name of Bank), further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract/purchase order and that it shall continue to be enforceable till all the dues of the Service Recipient, under, or by virtue of the said contract / purchase order have been fully paid and it's claims satisfied or discharged or till Service Recipient certifies that the terms and conditions of the said





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contract/Purchase Order have been fully and properly carried out by the said supplier(s) and accordingly discharge the guarantee unless a demand or claim under this guarantee made on us in writing on or before \_\_\_\_\_, we shall be discharged from all liability under this guarantee thereafter.

We, \_\_\_\_\_ (the name of Bank), further agree with the Service Recipient that the Service Recipient shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said contract / purchase order to extend time of performance by the said Supplier from time to time or to postpone for any time or from time to time any of the power exercisable by the Service Recipient against the said supplier and to forbear or enforce any of the terms and conditions relating to the said contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension or for any forbearance, act of omission on the part of the Service Recipient or any indulgence by the Service Recipient to the said Supplier or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Service Recipient on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post / speed post at the address of the Bank.

We, \_\_\_\_\_ (the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Service Recipient in writing.

We, \_\_\_\_\_ (the name of Bank), undertake to renew the Bank Guarantee provided the request for renewal is made by the said supplier before the expiry of Bank Guarantee.

Notwithstanding anything stated hereinbefore (i) our liability under this Bank Guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) (ii) The guarantee shall remain in force till the \_\_\_\_\_ 20\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Service Recipient serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place:

Date :

\_\_\_\_\_  
(SIGNATURE)  
SEAL  
CODE NO.



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### NOTES:

1. SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
2. THE VALUE OF THE STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB [As a Pure Agent for Consultancy Projects] only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 9A, Format of BG – Retention for NDDB's own Purchases

#### Form of Bank Guarantee retention money

[On the Non-judicial stamp paper of Rs. 100/- minimum OR as per the Stamp Act of Local State Government from where the BG is issued]

**Bank guarantee No.**

**Date:**

This deed of guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ by \_\_\_\_\_ (Name and address of the Bank) hereinafter referred to as 'the Bank') which expression shall where the context and meaning so requires, include the successors and assignees of the Bank and the National Dairy Development Board, (hereinafter referred to as the NDDB) which expression shall unless repugnant to the context and the meaning thereof include its legal representatives, successors and assignees.

WHEREAS the NDDB has placed its Contract/ purchase Order bearing No.----- dated ----- on (name and address of the party) (hereinafter called 'the Contractor/ Supplier') for the construction/ supply/ supply & installation of ----- .

AND WHEREAS the NDDB has agreed to pay to the Contractor/ Supplier the retention amount of Rs. ----- ( \_\_\_% of the value of the contract/ Purchase Order) on submission of a Bank Guarantee of equal amount, which will be kept valid up to \_\_\_\_\_.

In consideration of the NDDB having agreed to pay to the Contractor/ Supplier Rs. --- ----- (Rupees ----- only) being the retention money , we (the Bank), hereby undertake and guarantee to make repayment to the NDDB of the said amount without any demur or any part thereof which does not become payable to the Contractor/ Supplier by the NDDB in accordance with and subject to the terms and conditions of the said order. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the NDDB in writing and this guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs.----- (Rupees ----- only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the Contractor/ Supplier and the NDDB with or without the consent of the Bank or any alterations in the obligation of the parties or by any indulgence, forbearance shown by NDDB to the Contractor/ Supplier and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the NDDB. We (name of the bank) do



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hereby undertake to pay an amount of Rs. ----- being the amount due and payable under this guarantee without any demur, merely on demand from the NDDB stating that the amount claimed is due to the NDDB. In case the NDDB puts forth a demand in writing on the Bank for the payment of the amount in full or in part against this bank guarantee, the Bank shall consider that such demand by itself is a conclusive evidence and proof that the Contractor/ Supplier has failed in complying with the terms and conditions stipulated by the NDDB in the contract/ purchase order and payment shall be made to the NDDB without raising any dispute regarding the reasons for any such lapse/failure on the part of the Contractor/ Supplier.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the NDDB may have or hereinafter possess against the Contractor/ Supplier and the NDDB shall be under no obligation to marshal in favour of the Bank any such securities or fund or assets that the NDDB may be entitled to receiving or have a claim upon and the NDDB at its absolute discretion may vary, exchange, renew, modify or refuse to complete or enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the NDDB on serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered post / speed post at the address of the Bank.

We, \_\_\_\_\_, undertake to renew the bank guarantee provided the request for renewal is made by the Contractor/ Supplier before the expiry of bank guarantee.

In order to give full effect to the provisions of this guarantee, the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

NOTWITHSTANDING anything stated hereinbefore (i) our liability under this Guarantee is restricted to Rs.----- (Rupees \_\_\_\_\_ only) (ii) The guarantee shall remain in force till \_\_\_\_\_ 20\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the NDDB serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

\_\_\_\_\_  
(SIGNATURE)  
SEAL  
CODE NO.

Place:  
Date :



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### NOTE:

1. CONTRACTOR/ SUPPLIERS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
2. THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	<b>National Dairy Development Board</b>
Bank Account No.	<b>10201746296</b>
IFSC code	<b>SBIN0004084</b>
Beneficiary Bank Name	<b>State Bank of India</b>
Beneficiary Bank Address	<b>Special Commercial Branch, Jaylaxmi Plaza, Ganesh Crossing, Anand – 388 001</b>

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	<b>National Dairy Development Board</b>
Beneficiary Address	<b>P.B. No. 40, Anand – 388001, Gujarat</b>

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDDB only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 9B, Format of BG – Retention for Project Civil Works

#### Form of Bank Guarantee for Retention Money (on Non-judicial Stamp Paper of Rs. 100 minimum or as per stamp act of local state Govt.)

Bank Guarantee no. \_\_\_\_\_

Date: \_\_\_\_\_

This deed of guarantee made on this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ (\_\_\_\_\_) by \_\_\_\_\_ (Name and the address of the Bank), hereinafter referred to as "the Bank", which express where the context and the meaning so require, include its legal representatives, successors and assignees of the bank and -----, (hereinafter referred to as the Service Recipient) which expression shall unless repugnant to the context and the meaning thereof include its legal representative, successors and assignees.

WHEREAS the NDDDB in the capacity of Pure Agent on behalf of the Service Recipient, has placed its Work order bearing no. \_\_\_\_\_ dated \_\_\_\_\_ on (name and address of the party) hereinafter called the Contractor, for the construction of \_\_\_\_\_

AND WHEREAS the Service Recipient has agreed to pay to the Contractor the retention money i.e. **5% of the value of the Contract** on submission of a Bank guarantee of equal amount, which will be kept valid up to \_\_\_\_\_.

In consideration of the Service Recipient having agreed to pay to the Contractor Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the retention money we (the Bank), hereby undertake and guarantee to make repayment to the Service Recipient of the said amount without any demur or any part thereof which does not become payable to the Contractor by the Service Recipient in accordance with and subject to the terms and conditions of the said Contract. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Service Recipient in writing and this guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the Contractor and the Service Recipient with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the Service Recipient to the Contractor and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a ground of defence by the Bank against the Service Recipient. We \_\_\_\_\_



## Purchase & Works Manual

(name of bank) do hereby undertake to pay an amount equal to Rs. \_\_\_\_\_ being the amount due and payable under this guarantee without any demur, merely on a demand from the Service Recipient stating that the amount claimed is due to the Service Recipient. In case, the Service Recipient puts forth a demand in writing on the bank for the payment of amount in full or in the part against this bank guarantee, the bank shall consider that such demand by itself is conclusive evidence and proof that the contractor has failed in compliance with the terms and conditions stipulated by Service Recipient in the contract and payment shall be made to Service Recipient without raising any dispute regarding the reasons for any such lapse/ failure on the part of the contractor.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Service Recipient may have or hereinafter possess in respect of the works executed or intended to be executed and the Service Recipient shall be under no obligation to marshal in favour of the bank any such securities or funds or assets that the Service Recipient may be entitled to receive or have a claim upon and the Service Recipient at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Service Recipient on Service Recipient's serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered post / Speed Post at the address of the said Bank.

We, \_\_\_\_\_, undertake to renew the bank guarantee provided the request for renewal is made by the contractor before the expiry of bank guarantee.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

Notwithstanding anything stated hereinbefore : (I) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), (ii) The guarantee shall remain in force till \_\_\_\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under the bank guarantee only if the Service Recipient serves upon the Bank a written claim or demand on or before \_\_\_\_\_.



## Purchase & Works Manual

Place

Signature

Date

Bank Seal

Bank Code no.

### Note:

1. Contractor should ensure that the seal and code no. of signatory is put by the Bankers, before submission of the Bank guarantees.
2. The value of stamp duty should be minimum Rs. 100 or as per latest stamp act of Local State Government from where the Bank Guarantee is issued.
3. Bank should confirm the bank guarantee through “*Structured Financial Messaging System (SFMS)*”,. Bank account details of beneficiary are as follows:

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB [As a Pure Agent for Consultancy Projects] only upon receipt of confirmation in either one of the mode as prescribed above.***





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### Annexure – 9C, Format of BG – Retention for Project Mechanical/ Electrical Works

#### Form of Bank Guarantee for Retention Money (on Non-judicial Stamp Paper of Rs. 100 minimum or as per stamp act of local state Govt.)

Bank Guarantee no. \_\_\_\_\_

Date: \_\_\_\_\_

This deed of guarantee made on this \_\_\_\_\_ day of \_\_\_\_ 20 \_\_\_\_ (\_\_\_\_\_) by \_\_\_\_\_ (Name and the address of the Bank), hereinafter referred to as "the Bank", which express where the context and the meaning so require, include its legal representatives, successors and assignees of the bank and \_\_\_\_\_, (hereinafter referred to as the Service Recipient) which expression shall unless repugnant to the context and the meaning thereof include its legal representative, successors and assignees.

WHEREAS the NDDB in the capacity of Pure Agent on behalf of the Service Recipient, has placed its Contract order bearing no. \_\_\_\_\_ dated \_\_\_\_\_ on (name and address of the party) hereinafter called the Contractor, for the Design, Supply, Installation \_\_\_\_\_ and \_\_\_\_\_ Commissioning \_\_\_\_\_ of \_\_\_\_\_

AND WHEREAS the Service Recipient has agreed to pay to the Contractor the retention money i.e. **10% of the value of the Contract** on submission of a Bank guarantee of equal amount, which will be kept valid up to \_\_\_\_\_.

In consideration of the Service Recipient having agreed to pay to the Supplier Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the retention money we (the Bank), hereby undertake and guarantee to make repayment to the Service Recipient of the said amount without any demur or any part thereof which does not become payable to the Supplier by the Service Recipient in accordance with and subject to the terms and conditions of the said Contract. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Service Recipient in writing and this guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).

The Bank shall not be discharged or released from this guarantee by any arrangement between the Supplier and the Service Recipient with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, forbearance shown by the Service Recipient to the Contractor and the same shall not prejudice or restrict remedies against the Bank nor shall the same in any event be a



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ground of defence by the Bank against the Service Recipient. We \_\_\_\_\_ (name of bank) do hereby undertake to pay an amount equal to Rs. \_\_\_\_\_ being the amount due and payable under this guarantee without any demur, merely on a demand from the Service Recipient stating that the amount claimed is due to the Service Recipient. In case, the Service Recipient puts forth a demand in writing on the bank for the payment of amount in full or in the part against this bank guarantee, the bank shall consider that such demand by itself is conclusive evidence and proof that the contractor has failed in compliance with the terms and conditions stipulated by Service Recipient in the contract and payment shall be made to Service Recipient without raising any dispute regarding the reasons for any such lapse/ failure on the part of the contractor.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Service Recipient may have or hereinafter possess in respect of the works executed or intended to be executed and the Service Recipient shall be under no obligation to marshal in favour of the bank any such securities or funds or assets that the Service Recipient may be entitled to receive or have a claim upon and the Service Recipient at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Service Recipient on Service Recipient's serving us with a notice before expiry of Bank Guarantee requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by dispatch thereof to the Bank by registered post/ speed Post at the address of the said Bank.

We, \_\_\_\_\_ (the name of Bank), undertake to renew the bank guarantee provided the request for renewal is made by the contractor before the expiry of bank guarantee.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as guarantor be entitled to claim and enforce.

Notwithstanding anything stated hereinbefore : (I) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only), (ii) The guarantee shall remain in force till \_\_\_\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under the bank guarantee only if the Service Recipient serves upon the Bank a written claim or demand on or before \_\_\_\_\_.



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Place

Signature

Date

Bank Seal

Bank Code no.

### Note:

1. Contractor should ensure that the seal and code no. of signatory is put by the Bankers, before submission of the Bank guarantees.
2. The value of stamp duty should be minimum Rs. 100 or as per latest stamp act of Local State Government from where the Bank Guarantee is issued.
3. Bank should confirm the bank guarantee through “*Structured Financial Messaging System (SFMS)*”,. Bank account details of beneficiary are as follows:

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB [As a Pure Agent for Consultancy Projects] only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 10A, Format of BG – Performance for NDDB's own Purchases

#### Form of Bank Guarantee for Performance Security For NDDB

[On the Non-judicial stamp paper minimum Rs.100/ or as per the Stamp Act of Local State Government]

**Bank Guarantee No.**

**Date:**

This deed of performance guarantee made this \_\_\_\_\_ day of 20\_\_ ( Two Thousand \_\_\_\_\_ ) by (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the National Dairy Development Board (hereinafter referred to as the NDDB) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, NDDB / its clients has awarded a Contract and Purchase order bearing No \_\_\_\_\_ dated \_\_\_\_\_ on M/s. \_\_\_\_\_ (name and address of the party)(hereinafter referred to as the 'Supplier/ Contractor') for the construction/ supply/ supply and erection and commissioning of \_\_\_\_\_ .

And whereas, the Supplier/ Contractor has agreed to submit a performance guarantee in the form of a Bank Guarantee to the NDDB in terms and conditions of the Bidding Document and the Contract which will be kept valid upto \_\_\_\_\_ calendar months from the date of Bank Guarantee (the period should be till end of warranty/ defect liability period). And whereas, the Bank and its duly constituted agent and officer has already read and understood the contract made between the NDDB and the Supplier/ Contractor.

In consideration of the NDDB having agreed to award the contract/ purchase order on the Supplier/ Contractor, we \_\_\_\_\_ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the NDDB, its legal representatives, successors and assignees that the within named (name of the Supplier/ Contractor) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the NDDB of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the guaranteed amount, without any demur in case the Supplier/ Contractor, their legal representatives and assignees do not faithfully perform and fulfil everything within



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the Bidding Document and the Contract/ Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations thereunder.

In case, the Supplier/ Contractor fails to perform or fulfil the Contract/ Purchase Order as per the terms and conditions agreed upon, the NDDB is entitled to demand an amount equal to Rs. ----- from the Supplier/ Contractor and the demand made by the NDDB by itself will be conclusive evidence and proof that the Supplier/ Contractor has failed to perform or fulfil his obligations and neither the Supplier/ Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment, on any ground.

We, (name of the Bank), do hereby undertake to pay amount equal to Rs. -----, being the amount due and payable under this guarantee without any demur, merely on a demand from the NDDB which has to be served on us before the expiry date of Bank Guarantee i.e. \_\_\_\_\_ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier/ Contractor or by reason of the Supplier/ Contractor's failure to perform the said contractual commitments/ Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. ----- (Rupees \_\_\_\_\_ only) being the full amount guaranteed.

We, (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of Bank guarantee (the period should be till end of warranty/ defect liability period) and till the NDDB certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said Supplier/ Contractor and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the NDDB on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, (name of the Bank), further agree with the NDDB that the NDDB shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier/ Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the NDDB against the Supplier/ Contractor and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier/ Contractor, or for any forbearance, act or omission on the part of the NDDB to the said Supplier/ Contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.



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This guarantee shall be in addition to and without prejudice to any other securities or remedies which the NDDB may have or hereafter possess in respect of the works executed or intended to be executed/ goods supplied or intended to be supplied and the NDDB shall be under no obligation to marshal in favour of the Bank any such securities or funds or asset that the NDDB may be entitled to receiving or have a claim upon and the NDDB at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the NDDB on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered Post / speed post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_, undertake to renew the Bank Guarantee provided the request for renewal is made by the Supplier/ Contractor before the expiry of Bank Guarantee.

We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the NDDB in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)

Notwithstanding anything stated herein before: (i) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (ii) the guarantee shall remain in force till \_\_\_\_20 \_\_\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the NDDB serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place:  
Date:

\_\_\_\_\_  
(SIGNATURE)  
SEAL  
CODE NO.

### NOTE:

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- 1 SUPPLIER/ CONTRACTORS SHOULD ENSURE THAT SEAL AND CODE NO. OF THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2 THE VALUE OF STAMP DUTY SHOULD BE AS PER LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	<b>National Dairy Development Board</b>
Bank Account No.	<b>10201746296</b>
IFSC code	<b>SBIN0004084</b>
Beneficiary Bank Name	<b>State Bank of India</b>
Beneficiary Bank Address	<b>Special Commercial Branch, Jaylaxmi Plaza, Ganesh Crossing, Anand – 388 001</b>

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	<b>National Dairy Development Board</b>
Beneficiary Address	<b>P.B. No. 40, Anand – 388001, Gujarat</b>

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 10B, Format of BG – Performance for Project Civil Works

**Form of Bank Guarantee for Performance Security (On Non-Judicial Stamp Paper of Rs. 100 minimum or as per the stamp act of Local State Government.)**

Bank Guarantee no. \_\_\_\_\_

Date: \_\_\_\_\_

This deed of guarantee made on this \_\_\_\_\_ day of \_\_\_\_20\_\_ (\_\_\_\_\_ by (Name and the address of the Bank), hereinafter referred to as the bank, which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the \_\_\_\_\_, (hereinafter referred to as the Service Recipient) which expression shall unless repugnant to the context AND meaning thereof include its legal representative, successors or assignees.

Where as NDDDB, in the capacity of Pure Agent on behalf of the Service Recipient, has awarded a contract bearing no. \_\_\_\_\_ dated \_\_\_\_\_ on M/s. \_\_\_\_\_ (name and the address of the party), hereinafter referred to as the Contractor, for the execution, completion and the maintenance of \_\_\_\_\_ .

And whereas, the Contractor has agreed to submit a performance security in the form of a bank guarantee to the Service Recipient as per the terms and conditions of the bidding documents and the Contract which will be kept valid up to \_\_\_\_\_ calendar months from the date of bank guarantee ( the period should be till end of Period of Maintenance).

In consideration of the NDDDB, in the capacity of Pure Agent on behalf of the Service Recipient, having agreed to award the Contract on the Contractor, we \_\_\_\_\_ (the name of bank), do hereby guarantee, undertake, promise and agree to with the Service Recipient, its legal representatives, successors and assignees that the within named (the name of the Contractor) their legal representatives and assignees will faithfully perform and fulfil everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time (time being the essence of the Contract) and in the manner therein provided, do all obligations hereunder and we further undertake and guarantee to make payment to the Service Recipient a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) without any demur, in case the Contractor, their legal representatives and assignees do not faithfully perform and fulfil everything within the bidding document and the Contract order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not wilfully and promptly do all obligations hereunder.





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In case, the Contractor fails to perform or fulfil the Contract as per the terms and conditions agreed upon, the Service Recipient is entitled to demand an amount equal to Rs. ----- from the Contractor and the demand made by the Service Recipient itself will be conclusive evidence and proof that the Contractor has failed to perform or fulfil his obligations under the Contract and neither the Contractor nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfilment on any ground .

We, (the name of the Bank), do hereby undertake to pay an amount equal to Rs. -----, being the amount due and payable under this guarantee, without any demur, merely on a demand from the Service Recipient which has to be served on us before the expire date of bank guarantee i.e. \_\_\_\_\_ stating that the amount claimed is due by way of non-performance of the Contractual obligations as aforesaid by the Contractor or by the reason of the Contractor's failure to perform the said contractual commitments , any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the full amount guaranteed.

We, (the name of bank), further agree that the performance security herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of the bank guarantee ( the period shall be till the end of Period of Maintenance) and till the Service Recipient certifies that the terms and conditions of the said Contract have been fully and properly carried out by the said Contractor and accordingly discharge the guarantee, unless a demand or a claim under this guarantee is made on us in writing by the Service Recipient on or before \_\_\_\_\_ we shall be discharged from all liabilities under this performance security thereafter.

We, (the name of bank), further agree with the Service Recipient that the Service Recipient shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and the conditions of said bidding document and the Contract or to extend the time of performance by the said Contractor from time to time or postpone for any time or from time to time and any of the power exercisable by the Service Recipient against the Contractor and to forebear or enforce any of the terms and conditions relating to the said bidding document and the Contract and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor, or for any forbearance, act or omission on the part of the Service Recipient to the said Contractor by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Service Recipient may have or hereafter possess in respect of the works executed or intended to be executed and the Service Recipient shall be under



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no obligation to marshal in favour of the bank any such securities or funds or asset that the Service Recipient may be entitled to receive or have a claim upon and the Service Recipient at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The bank agrees that the amount hereby guaranteed shall be due and payable to the Service Recipient on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the bank either by actual delivery thereof to the bank or by dispatch thereof to the bank by registered post / speed Post at the address of the bank.

In order to give full effects to the provisions of this guarantee the bank hereby waives all rights inconsistent with the above provisions and which the bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_, undertake to renew the Bank Guarantee provided the request for renewal is made by the contractor before the expiry of Bank Guarantee.

We, \_\_\_\_\_, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Service Recipient in writing and the guarantee shall be a continuous and irrevocable guarantee upto a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

Notwithstanding anything stated hereinbefore: (i) our liability under this guarantee is restricted to Rs. \_\_\_\_\_ (ii) the guarantee shall remain in force till \_\_\_\_\_ and (iii) the Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Service Recipient serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

SIGNATURE

PLACE

BANK SEAL

DATE

BANK CODE NO.



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### NOTE:

1. The contractor should ensure that the seal and the code no. of the signatory are put by the bankers, before submission of the bank guarantees.
2. The value of stamp duty should be minimum Rs. 100 or as per the latest stamp act of local State Government from where the Bank Guarantee is issued.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”,. Bank account details of beneficiary are as follows:**

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB [As a Pure Agent for Consultancy Projects] only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 10C, Format of BG – Performance for Project Mechanical/ Electrical Works

(On the Non-judicial Stamp paper as per the Stamp Act of Local State Govt.)

**Bank Guarantee No.**

**Date:**

This deed of performance guarantee made on this \_\_\_\_\_ day of 20\_\_ (\_\_\_\_\_) by \_\_\_\_\_ (Name and address of the Bank) (herein referred to as the Bank) which expression shall unless repugnant to the context and meaning thereof includes its legal representatives, successors and assignees and the \_\_\_\_\_ (hereinafter referred to as the Service Recipient) which expression shall unless repugnant to the context and meaning thereof include its legal representative, successors and assignees.

Whereas, NDDDB in the capacity of Pure Agent on behalf of the Service Recipient has awarded a Contract and Purchase order bearing No. \_\_\_\_\_ dated \_\_\_\_\_ on M/s. \_\_\_\_\_ (Name and address of the party) (hereinafter referred to as the `Supplier') for the supply/supply and erection and commissioning of \_\_\_\_\_.

And whereas, the Supplier has agreed to submit a performance guarantee in the form of a Bank guarantee to the Service Recipient as per terms and conditions of the Bidding Documents and the Contract which will be kept valid up to \_\_\_\_ calendar months from the date of Bank Guarantee (the period should be till end of warranty period).

In consideration of the NDDDB, in the capacity of Pure Agent on behalf of the Service Recipient, having agreed to award the contract/purchase order on the Supplier, we \_\_\_\_\_ (name of the Bank), do hereby guarantee, undertake, promise and agree to with the Service Recipient, its legal representatives, successors and assignees that the within named \_\_\_\_\_ (name of the Supplier) their legal representatives and assignees will faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled, at the time (time being the essence of the contract) and in the manner therein provided, do all obligations thereunder and we further undertake and guarantee to make payment to the Service Recipient of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the 10% of the contract value, without any demur in case the Supplier, their legal representatives and assignees do not faithfully perform and fulfill everything within the Bidding Document and the Contract/Purchase order on their part to be performed or fulfilled, at the time and in the manner therein provided and do not willfully and promptly do all obligations thereunder.

In case, the Supplier fails to perform or fulfill the Contract/ Purchase Order as per



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the terms and conditions agreed upon, the Service Recipient is entitled to demand an amount equal to Rs. \_\_\_\_\_ being the 10% of the contract value from the Supplier and the demand made by the Service Recipient itself will be conclusive evidence and proof that the Supplier has failed to perform or fulfill his obligations and neither the Supplier nor the Bank will be entitled to raise any dispute regarding the reasons for the failure of performance or fulfillment, on any ground.

We, \_\_\_\_\_ (name of the Bank), do hereby undertake to pay an amount equal to Rs. \_\_\_\_\_ being the 10% of the order value, being the amount due and payable under this guarantee without any demur, merely on a demand from the Service Recipient which has to be served on us before the expiry date of Bank Guarantee i.e., \_\_\_\_\_ stating that the amount claimed is due by way of non-performance of the contractual obligations as aforesaid by the Supplier or by reason of the Supplier's failure to perform the said contractual commitments/Purchase Order, any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) being the amount equal to 10% of the total order value.

We, \_\_\_\_\_ (name of the Bank), further, agree that the performance guarantee herein contained shall remain in full force and effect for a period of \_\_\_\_\_ calendar months from the date of Bank guarantee (the period should be till end of warranty period) and till the Service Recipient certifies that the terms and conditions of the said contract/ purchase order have been fully and properly carried out by the said Supplier and accordingly discharge the guarantee, unless a demand or claim under this guarantee is made on us in writing by the Service Recipient on or before \_\_\_\_\_, we shall be discharged from all liabilities under this performance guarantee thereafter.

We, \_\_\_\_\_ (name of the Bank), further agree with the Service Recipient that the Service Recipient shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bidding Document and the Contract/Purchase order or to extend the time of performance by the said Supplier from time to time or postpone for any time or from time to time and any of the power exercisable by the Service Recipient against the Supplier and to forebear or enforce any of the terms and conditions relating to the said Bidding Document and the Contract/Purchase Order and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Supplier, or for any forbearance, act or omission on the part of the Service Recipient to the said Supplier by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Service Recipient may have or hereafter possess in respect of the goods supplied/executed or intended to be supplied/executed and the Service Recipient shall be under no obligation to marshal in favour of the Bank any such



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securities or funds or asset that the Service Recipient may be entitled to receive or have a claim upon and the Service Recipient at its absolute discretion may vary, exchange, renew, modify or refuse to complete to enforce or assign any security or instrument.

The Bank agrees that the amount hereby guaranteed shall be due and payable to the Service Recipient on serving us with a notice before expiry of bank guarantee, requiring the payment of the amount and such notice shall be deemed to have been served on the Bank either by actual delivery thereof to the Bank or by despatch thereof to the Bank by registered Post / speed Post at the address of the Bank.

In order to give full effect to the provisions of this guarantee the Bank hereby waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantor be entitled to claim and enforce.

We, \_\_\_\_\_(the name of Bank) , undertake to renew the Bank Guarantee provided the request for renewal is made by the supplier before the expiry of Bank Guarantee.

We, \_\_\_\_\_(the name of Bank), lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Service Recipient in writing and the guarantee shall be a continuous and irrevocable guarantee up to a sum of Rs.\_\_\_\_\_ (Rupees \_\_\_\_\_ only).

Notwithstanding anything stated hereinbefore: (i) our liability under this guarantee is restricted to Rs.\_\_\_\_\_ (ii) the guarantee shall remain in force till \_\_\_\_\_ 20 \_\_\_\_ and (iii) The Bank is liable to pay the guarantee amount or any part thereof under this bank guarantee only if the Service Recipient serves upon the Bank a written claim or demand on or before \_\_\_\_\_.

Place:

Date:

\_\_\_\_\_  
(SIGNATURE)  
SEAL

CODE NO.



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### NOTE:

- 1 THE SUPPLIER SHOULD ENSURE THAT SEAL AND CODE NO. OF THE THE SIGNATORY IS PUT BY THE BANKERS, BEFORE SUBMISSION OF THE BANK GUARANTEES.
- 2 THE VALUE OF STAMP DUTY SHOULD BE AS PER THE LATEST STAMP ACT OF LOCAL STATE GOVERNMENT FROM WHERE THE BANK GUARANTEE ISSUED.
3. **Bank should confirm the bank guarantee through “Structured Financial Messaging System (SFMS)”.** Bank account details of beneficiary are as follows:

Beneficiary Name	
Bank Account No.	
IFSC code	
Beneficiary Bank Name	
Beneficiary Bank Address	

*Bank charges, if any, on this account will be borne by the beneficiary*

**If the issuing bank is not having the SFMS facility, the bank guarantee needs to be confirmed by its controlling office i.e. Administrative / Regional / Zonal Office to the following address**

Beneficiary Name	
Beneficiary Address	

***Kindly note that necessary action on the Bank Guarantee will be taken by NDDB [As a Pure Agent for Consultancy Projects] only upon receipt of confirmation in either one of the mode as prescribed above.***



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### Annexure – 11 , Enquiry Terms & Conditions – Indigenous Goods & Works

#### National Dairy Development Board, (Location)

#### Standard Terms & Conditions – Enquiry

- EMD:** All the quotations should be accompanied by EMD (Earnest Money Deposit) as mentioned in the enquiry sheet in the form of account payee demand draft or banker's cheque in the name of National Dairy Development Board payable at (Anand)\* or Bank Guarantee of any Nationalised Bank, IDBI Bank or a foreign Bank having branches in India in the name of National Dairy Development Board with denomination in Indian Rupees, as per the format (Annex- ---) attached. EMD in any other form shall not be acceptable. No interest shall be paid on EMD for the period during which the deposit lies with National Dairy Development Board.
- DESCRIPTION:** Full details of materials including the manufacturer's name, model no. and MRP details / current price list of items must be mentioned/ enclosed wherever requested. Full details of promotional schemes, if any, on the items being quoted would be given in the offer.
- TECHNICAL DETAILS:** Quotations required to be submitted with drawing, specifications or as per drawings, specifications given in the enquiry and submitted as such, shall be deemed to mean that the bidder submitting such a bid is fully acquainted with the technical details.
- SAMPLE:** Whenever requested, bidder will submit two sealed samples of materials to be supplied. Samples not conforming to specifications shall be rejected. Rejected samples shall be at our stores at bidder's risk and responsibility and should be lifted by bidder within 15 days from the date of rejection. Accepted samples shall be retained by NDDB and will not be returned to the bidder.
- PRICE:** The price quoted must be firm and free from escalation. The price should be inclusive of taxes as applicable. The amount towards the taxes, so considered and included in the price should be indicated and shown separately as % of base price. Bidder should clearly state the percentage of discount if offered by him. Any incremental taxes and levies on account of delay in execution of purchase order by bidder will be on bidder's account. Bidder shall be responsible for selection of appropriate HSN/ SAC code and applicable GST thereon for the items quoted by them.
- DATE OF DELIVERY:** Date of delivery prescribed shall be deemed to be the essence of the purchase order/contract. Each unit of an item shall be delivered to destination not later than the delivery date specified in the order.





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7. **LIQUIDATED DAMAGES:** If the bidder fails to deliver any or all the goods or perform the services within the time period(s) specified in the purchase order/contract, the NDDB shall, without prejudice to its other remedies under the purchase order/contract, deduct from the purchase order/contract price, as liquidated damages, a sum equivalent to (tick the appropriate one):

- a) 0.5% of the full contract value for each completed week of delay
- b) 0.5% of the value of delayed items/services only, for each completed week of delay.

The total amount so deducted shall not exceed 10% of the purchase order/contract value. Once the maximum is reached, the NDDB may consider cancellation/ termination of purchase order/ contract, and forfeiture of performance/deposit bond.

8. **CANCELLATION OF CONTRACT AND REFUND OF ADVANCE:** NDDB shall be free to cancel the order either in full or in part, in the case of non-delivery of material/non completion of installation within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid, along with interest at the rate of 9% per annum on the advance paid for the entire period for which the advance was lying with the supplier/ contractor. The supplier/ contractor has no right to forfeit the advance amount received by him and shall have to return the advance amount with accrued interest calculated @9% p.a. .

9. **TERMS OF PAYMENT:** Our usual terms of payment are (tick the appropriate one):

- i) 100% payment within 30 days from the date of safe receipt & acceptance of goods/ satisfactory completion of works
- ii) 90% payment within 30 days of safe receipt & acceptance of goods / satisfactory completion of works and remaining 10% against a bank guarantee of equivalent amount valid for one year or till warranty/ defect liability period, whichever is later.
- iii) As per attached annexure\*\*.

Please note:

- Normally no advances will be given for orders value upto Rs. 1,00,000/-
- All the bank guarantees should be in the pro-forma prescribed by the NDDB and from a Nationalised Bank, IDBI Bank or a foreign Bank having branches in India.

10. **INSURANCE:** In case where the purchase order is placed on “free delivery at site” basis, all transit risk insurance policy may be obtained by the supplier/



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contractor to safeguard their own interests and to protect the material against transit hazards.

11. **REJECTION:** NDDB reserves the right to reject the goods either in part or full if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/description given in the purchase order. The rejections, if any, will be intimated to you in writing within a reasonable time. You will be liable and responsible to repair/replace the rejected goods within the stipulated time. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc.. Till the repair/replacement is made, the rejected goods shall be lying at your risk, cost and responsibility. If you do not arrange to repair/replace the rejected goods within the period stipulated by us, we may dispose off such goods at your risk and in the manner we think fit. NDDB shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at your risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor.. NDDB shall be entitled to recover the expenses made by us on storage and handling of such rejected goods till the goods are removed from our premises/stores.
12. **GUARANTEE:** The supply of equipment as well as installation, if entrusted, shall have to be carried out by the supplier/ contractor to the entire satisfaction of the NDDB. The supplier/ contractor shall also guarantee to repair/replace without any extra cost, the items or parts thereof, if found defective, due to bad design, workmanship or substandard material brought to the attention within 12 calendar months from the date of putting on use/commissioning or 18 calendar months from the date of receipt of material at site, whichever is earlier. If it is necessary to send the defective equipment or parts thereof to supplier/ contractor's works for repair/ replacement without forming any precedence, the cost of repacking, loading, unloading, transportation to bidder's site and back will be borne by the supplier/ contractor. The guarantee does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier/ contractor or his authorised agents. In case of installation jobs, the contractor will have to guarantee the complete installation for satisfactory performance for a minimum period of one year from the date of commissioning of the plant. Any defect arising out of faulty erection/ installation or use of substandard material or workmanship shall have to be rectified by the contractor at his own cost.
13. **WARRANTY:** The supplier/ contractor must provide a warranty for a minimum period of 12 calendar months from the date of commissioning of equipment for the satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by NDDB. If the equipment remains out of order during this period, the warranty will be accordingly extended by the period the equipment was out of order due to non-repair by the supplier/ contractor.



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14. **DRAWINGS, SPECIFICATIONS & MANUALS** : Prior to commencement of fabrication, you shall have to submit for our approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment wherever applicable. Soft copy of final (As built) drawings shall be provided on CD/USB. In case of items for which drawing are provided by NDDB, you shall fabricate/ manufacture the items strictly in accordance with these drawings and any other instruction given by the NDDB. For such items, there is no need for you to submit the drawings to the NDDB for approval prior to commencement of fabrication/manufacture. Where documents and drawings are supplied to you by NDDB, the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of the NDDB in writing. All such documents and drawings, shall be the property of NDDB and they must be returned to NDDB after execution of the order. Wherever applicable, 3 sets of equipment manual should be provided alongwith the consignment.
15. **SPARES** : You shall provide a list of spare parts, which will be required for the plants and equipment supplied by you for at least two years of normal operation with the names and the addresses of the manufacturers from whom these can be procured. The list should contain the code numbers of the parts, which are required to be procured, in addition to the machine number, models etc.
16. **ARBITRATION**: In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by "NDDB" whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Anand (Gujarat) and courts at Anand alone shall have jurisdiction regarding any matter arising out of this agreement.
17. **JURISDICTION** : Anand only.



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18. The NDDB does not bind itself to accept the lowest quotation and reserves the right of accepting / rejecting any quotation in part or full without assigning any reason.

- \* Location of office issuing the enquiry
- \*\* For payment terms other than the specified ones.



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### Annexure - 12, Order Terms & Conditions – Indigenous Goods & Works

#### National Dairy Development Board, (Location)\*

##### Standard Terms & Conditions – Purchase Order

(Apart from the terms and conditions given below, this purchase order shall be subject to the terms and conditions stipulated in our enquiry/tender against which this purchase order is placed).

- 1. INSPECTION:** The equipment under the purview of your supply should be inspected by your own technical experts at your works and such inspection report should be forwarded to us in triplicate. However, NDDDB reserves its right to inspect at any stage of fabrication/manufacture of the equipment/material. You should intimate the NDDDB without fail, when the equipment is ready for inspection including the stage wise inspection. You should not proceed with further manufacture and/or despatch of equipment, without obtaining a clearance certificate from NDDDB after inspection of NDDDB's written permission. You should forward to us the Test Certificates, wherever applicable, obtained from concerned authorities/ principal manufacturers either regarding quality or any other details of the items utilised in the process of manufacture/fabrication.
- 2. DESPATCH INSTRUCTIONS:** The materials are to be despatched to the destination by the mode of transport specified in our order under intimation to us. Depending on the type of material, you shall have to carry out proper packing/ crating to avoid breakages in transit. Other details of despatch such as marking, consignee's particulars etc. are mentioned in the purchase order. For using any mode of transport other than the specified one, prior concurrence from us in writing should be obtained. All consignments should be despatched on freight paid basis irrespective of price basis. In the event of freight payable extra by us, you shall have to obtain our prior approval and produce necessary documentary evidence in support of your claims. Unless otherwise stated, the original RR/LR should be sent directly to the consignee along with a copy of invoice and 2 copies of Delivery Challan/ Packing List.
- 3. INSURANCE:** In case where the purchase order is placed on "free delivery at site" basis, all transit risk insurance policy may be obtained by the supplier/ contractor to safeguard their own interests and to protect the material against transit hazards..
- 4. DELIVERY:** The stipulated delivery time given in the purchase order is the essence of this contract. You must, therefore, strictly adhere to the delivery schedule mentioned in the purchase order.
- 5. SUBMISSION OF BILLS:** Bills in triplicate stating therein our purchase order reference alongwith necessary copies of despatch documents are to be sent as



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per instructions given in the purchase order. Unless otherwise stated, the payment shall be made to you by Crossed Account Payee cheque according to the terms of payment mentioned in the purchase order.

6. **DEMURRAGE:** You shall bear and reimburse to us full demurrage, if any, paid by reason of delay on your part in forwarding the original despatch documents to the destination mentioned in the purchase order.
7. **REJECTION:** NDDB reserves the right to reject the goods either in part or full if at the time of delivery, it is noticed that the goods supplied do not conform to the specifications/description given in the purchase order. The rejections, if any, will be intimated to you in writing within a reasonable time. You will be liable and responsible to repair/replace the rejected goods within the stipulated time. No extra payment shall be made for such replacement to the supplier/ contractor for freight, unloading and insurance etc.. Till the repair/replacement is made, the rejected goods shall be lying at your risk, cost and responsibility. If you do not arrange to repair/replace the rejected goods within the period stipulated by us, we may dispose off such goods at your risk and in the manner we think fit. NDDB shall be at liberty to purchase the quantity of items rejected from other parties without giving any notice and at your risk & cost and recover the additional expenditure, if any, from any of the outstanding dues of the supplier/ contractor.. NDDB shall be entitled to recover the expenses made by us on storage and handling of such rejected goods till the goods are removed from our premises/stores.
8. **LIQUIDATED DAMAGES AND RECOVERY OF ADVANCE:** The accepted delivery schedule of supply and/or installation shall be governed by the Liquidated Damages and Recovery of Advance clause. Each unit of an item shall be delivered to destination and ready for operation not later than the delivery date specified in the purchase order. If you fail to deliver any or all of the goods or perform the services within the time period (s) specified in the purchase order, the NDDB shall, without prejudice to its other remedies under this purchase order, deduct from the ordered price, as liquidated damages, a sum equivalent to:  
0.5% of the full purchase order value for each completed week of delay  
**OR**  
0.5% of the value of the delayed items only for each completed week of delay.  
  
The total amount so deducted shall not exceed 10% of the purchase order value. Once the maximum is reached, the NDDB may consider cancellation/ termination of purchase order and forfeiture of the deposit/ performance guarantee.
9. **GURANTEE:** The supply of equipment as well as installation, if entrusted, shall have to be carried out by you to the entire satisfaction of NDDB and their clients on behalf of whom this purchase order is placed. You shall also guarantee to



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repair/replace without any extra cost, the items or parts thereof, if found defective due to bad designing, workmanship or substandard material brought to your attention within 12 months from the date of putting on use/ commissioning or 18 months from the date of receipt of material at destination whichever is earlier. If it is necessary to send the defective equipment or parts thereof to your works for repair/replacement, without forming any precedence, the cost of repacking, loading, unloading, transportation from the site to your works and back to site shall have to be borne by you. The guarantee however, does not cover any damage resulting from normal wear and tear or improper attendance or mishandling of the equipment during repairs by personnel other than the supplier or his authorised agents. In case of installation jobs, you shall have to guarantee the complete installation for satisfactory performance for a minimum period of 12 months from the date of commissioning of the plant. Any defect arising out of faulty erection/installation or use of substandard material or workmanship shall have to be rectified by you at your cost.

- 10. WARRANTY:** You must provide a warranty for a minimum period of 12 months from the date of commissioning of the equipment for satisfactory performance of the supplied equipment according to the designed/ rated/ installed capacity or any other norms fixed by NDDB.
- 11. DRAWINGS, SPECIFICATIONS & MANUALS :** Prior to commencement of fabrication, you shall have to submit for our approval three sets of drawings of all the items ordered for supply, showing overall dimensions with typical sections, details of service connections and their equipment, details of drive units etc. for each equipment wherever applicable. Soft copy of final (As built) drawings shall be provided on CD/USB. In case of items for which drawing are provided by NDDB, you shall fabricate/ manufacture the items strictly in accordance with these drawings and any other instruction given by the NDDB. For such items, there is no need for you to submit the drawings to the NDDB for approval prior to commencement of fabrication/manufacture. Where documents and drawings are supplied to you by NDDB, the same must be treated as confidential, must not be copied, reproduced, transmitted or disclosed otherwise in whole or part, nor duplicated, modified, divulged or discussed with any third party nor used in any other way without the consent of the NDDB in writing. All such documents and drawings, shall be the property of NDDB and they must be returned to NDDB after execution of the order. Wherever applicable, 3 sets of equipment manual should be provided alongwith the consignment.
- 12. CANCELLATION OF CONTRACT:** NDDB shall be free to cancel the order either in full or in part, in the case of non-delivery of material/non completion of installation within the stipulated delivery period or breach of any of the clauses mentioned herein. In the event of cancellation of order, the supplier/ contractor will be liable to refund the advance, if paid, along with interest at the rate of 9% per annum on the advance paid for the entire period for which the advance was lying with the supplier/ contractor. The supplier/ contractor has no right to forfeit



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the advance amount received by him and shall have to return the advance amount with accrued interest calculated @9% p.a. .

- 13. SUB-CONTRACT:** In the event of awarding sub-contract to any party/parties by you for the manufacture/supply/erection of any parts/spares/components that will be used in ordered equipment, you must furnish us details about your sub-contract also prima facie responsibility rests on you regarding quality, quantity, guarantee/warranty of the materials supplied by the sub-contractors.
- 14. FORCE MAJEURE:** The terms and conditions mutually agreed upon shall be subject to Force Majeure Clause. Neither the supplier nor the purchaser shall be considered in default in performance of his/their obligations hereunder if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any law, order, proclamation, regulation or ordinance of any Government or of any act of God or any other cause whether of similar or dissimilar nature, beyond the reasonable control of the party affected. Should one or both the parties be prevented from fulfilling his/their contractual obligations by a state at Force Majeure lasting continuously for a period of six months, the two parties should consult each other regarding the future implementation of the contract/purchase order.
- 15. ARBITRATION:** In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to be appointed by "NDDB" whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order, venue of such arbitration shall be Anand (Gujarat) and courts at Anand alone shall have jurisdiction regarding any matter arising out of this agreement.
- 16. JURISDICTION:** Anand (Gujarat) only.





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## Annexure - 13, Enquiry Terms & Conditions - Import

### National Dairy Development Board, Anand

#### Standard Terms & Conditions for Import Enquiry

1. **PRICES:** The prices quoted by the bidder should be competitive on CIP (Destination) basis. Catalogues of the product offered should be attached with the offer.
2. **INSURANCE:** The consignment should be insured against all transit risks from warehouse to warehouse i.e. from supplier's works to the final destination in India for 110% of landed cost.
3. **VALIDITY:** Prices should be valid for 90 days from the date of bid opening in the case of equipment and 60 days from the date of bid opening in the case of perishable items chemicals, spares and consumables.
4. **TECHNICAL SPECIFICATIONS:** The supplier should submit offer with full technical specifications of the product offered by him along with a catalogue and other details of model no. etc. for proper evaluation of the offer.
5. **PACKING:** The goods should be securely packed in suitable packing at bidder's cost to prevent any damage during transit either by Road/Sea/Air. Suitable protective lining be provided to avoid any damage to the surface of the items packed in the consignment en-route. Case-wise packing list should be prepared and one copy must be kept inside each box/case. Special care be taken to ensure the total number of cases/boxes is kept as minimum as possible to avoid additional warehousing charges.

*Effective from 1<sup>st</sup> November 2004, it is mandatory for the suppliers to submit phytosanitary certificate with the treatment endorsed from country of Origin, wherever articles have been packed with packing material consisting of raw / solid wood material viz. hay, straw, wood shaving, wood chips, saw dust, wood waste, wooden pallets, wooden packages, dunnage mats, coir pith, peat or sphagnum moss etc". To meet this requirement, the suppliers should provide necessary certificates compliant to ISPM-15 or any subsequent notification issued by Government of India.*

The amount of charges / penalty levied on us at time of customs clearance, on account of non-submission of phytosanitary certificate by the supplier in accordance to above notification, will be recovered from payment to be made to supplier / Indian Agent



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6. **MARKING:** The consignment should be marked with indelible ink in English language, name of the manufacturer/ supplier and name of the consignee (National Dairy Development Board, Anand, Gujarat State, India).

7. **TERMS OF PAYMENT:**

**for Imported Consumables / Spares / Chemicals / Perishable Items and components or one time supply items :**

➤ 100% within 30 days of safe receipt of material at destination by wire transfer against submission of original documents to NDDB Anand.

**OR**

➤ 100% payment against wire transfer after receipt of original documents either received directly by NDDB or against a Letter of Credit.

**for Imported Equipment:**

➤ 90% payment will be made against original shipping documents through bank or through letter of credit provided a Performance Bank Guarantee for 10% of contract value valid for warranty period is submitted along with original shipping documents.

➤ Balance 10% shall be paid after 12 months from the date of successful installation & commissioning of equipment. However, this balance 10% payment can be released against a bank guarantee for equivalent amount valid for 12 months from the date of successful commissioning.

The Supplier / his Authorised Indian Agent will have to submit a Performance Guarantee for a value equivalent of 10% of CIP (Destination) cost in equivalent Indian Rupees. The format of Performance Guarantee will be given once order is confirmed on the supplier. . This bank guarantee should be valid till warranty period

8. **INSTALLATION & COMMISSIONING:** The suppliers should quote in their offer, separately for Installation & Commissioning charges and clearly specify, whether the installation and commissioning is being done on free of charge basis or at an extra cost. Income tax as per applicable governmental norms will be deducted at Source by NDDB and necessary certificates to this effect will be issued to supplier.

9. **INDIAN AGENCY COMMISSION:** Indian agency commission (IAC) if any payable should be shown separately. The IAC will be paid directly to the Indian Agent, in equivalent Indian Rupees subject to submission of their claim for the same.

10. **IMPORT LICENSE:** The item proposed to be imported does not appear in the negative list of imports as per the Import Policy 2015-2020. Hence no import license is required.



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11. **SHIPMENT:** The consignment should be dispatched by Air Freight (Cargo mode only) to Airport at Mumbai/ Ahmedabad/ Hyderabad, India (Preferably by direct flight). The consignment should be sent on consolidation basis. The House Airway bill will be accepted.
12. **COUNTRY OF ORIGIN:** Please mention in your offer the country of origin of good.
13. **SHIPPING DOCUMENTS:**
- a. The following shipping documents should be prepared in the name of National Dairy Development Board, Anand, India showing the details of the complete purchase order no. and date, and the description of goods:
- Two copies of commercial Invoice - Original and Duplicate
  - Three copies of the Airway bill
  - Two copies of case wise packing list showing quantities of goods supplied, number of package, weight and measurements of the consignment.
  - Two copies of Certificate of Insurance
  - Two copies of Certificate of Origin on supplier's letter head
  - Two copies of Phytosanitary Certificate. (**Refer Clause 5 above**)
- b. Advance set of documents mentioned above should be emailed to NDDDB, Anand at the address given below immediately after the shipment is affected. In case the items are perishable in nature, the shipment details should be emailed at-least four days in advance before its arrival at Mumbai/ Ahmedabad airport to arrange customs clearance without any delay. It will be essential on part of the Indian Agents to coordinate with their principals and inform NDDDB immediately by email the shipment particulars with copy of invoice / AWB and other documents. In case payment of any demurrage charges by NDDDB on account of non-receipt of any intimation / advance set of documents from supplier/their Indian Agent, the same will be recovered from their payment payable to supplier / Indian Agent.
- **National Dairy Development Board**, Post Box No 40, Anand – 388 001, (Gujarat), India. Fax No. (02692)-260159 & 260157
14. **GUARANTEE:** The supplier shall guarantee to replace without any extra cost the goods if found defective not suitable for use due to bad quality, use of substandard material etc, when brought to the notice of the supplier within 12 calendar months from the date of receipt / installation at NDDDB Anand. The cost of sending the unacceptable /unsuitable material or part thereof for replacement should be borne by the supplier including the customs duty, if any.



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15. **ARBITRATION:** In the event of any dispute in the interpretation of the terms of this agreement/ purchase order against quotations in response to this enquiry, will be governed by the Indian Arbitration and Conciliation Act, 1996
16. **JURISDICTION:** Anand only.

The NDDB does not bind itself to accept the lowest quotation and reserves the right of accepting / rejecting any quotation in part or full without assigning any reason.

**Note:** All the Bank Guarantees should be either from a Nationalized bank in India or a foreign bank having operations in India. In case the foreign bank have no operation in India, the bank guarantee from such bank should be counterguaranteed by any one of the Nationalized Indian Bank or a foreign bank having operations in India.

*(Remarks: The above terms & conditions pertain to import purchases of capital items & consumables for NDDB, Anand. These may be used for other import purchases after relevant modifications.)*



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### Annexure 14, Order Terms & Conditions - Import

#### National Dairy Development Board, (Location)

#### Standard Terms and Conditions for Import Orders

1. **PACKING:** The goods should be securely packed in suitable packing at your cost to prevent any damage during transit either by Road/Sea/Air. Suitable protective lining be provided to avoid any damage to the surface of the items packed in the consignment en-route. Case-wise packing list should be prepared and one copy must be kept inside each box/case. Special care be taken to ensure the total number of cases/boxes is kept as minimum as possible to avoid additional warehousing charges.

*Effective from 1<sup>st</sup> November 2004, it is mandatory for the suppliers to submit phytosanitary certificate with the treatment endorsed from country of Origin, wherever articles have been packed with packing material consisting of raw / solid wood material viz. hay, straw, wood shaving, wood chips, saw dust, wood waste, wooden pallets, wooden packages, dunnage mats, coir pith, peat or sphagnum moss etc. To meet this requirement, the suppliers should provide necessary certificates compliant to ISPM-15 or any subsequent notification issued by Government of India.*

The amount of charges / penalty levied on us at time of customs clearance, on account of non-submission of phytosanitary certificate by the supplier in accordance to above notification, will be recovered from payment to be made to supplier / Indian Agent

2. **MARKING:** The consignment should be marked with indelible ink in English language, name of the manufacturer/supplier and name of the consignee i.e. National Dairy Development Board, Anand, Gujarat State.
3. **INSURANCE:** The consignment should be fully insured against all transit risks from warehouse to warehouse i.e. from supplier's works to the final destination India for 110% of Landed cost
4. **IMPORT LICENSE:** The item proposed to be imported do not appear in the negative list of imports as per the Import Policy 2004-2009\*. Hence no import licence is required.
5. **SHIPMENT:** The consignment should be dispatched by Air Freight (Cargo mode only) from any Airport in \_\_\_\_\_ to Mumbai/ Ahmedabad, India

(Preferably by direct flight). The consignment should be sent on consolidation basis. The House Airway bill will be accepted.



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6. **COUNTRY OF ORIGIN:** The country of Origin for the goods should be \_\_\_\_\_.

**In case the items are perishable in nature, the shipment details should be faxed at-least four days in advance before its arrival at Mumbai/ Ahmedabad/ Hyderabad airport to arrange customs clearance without any delay.**

7. **SHIPPING DOCUMENTS:** The following shipping documents should be prepared in the name of National Dairy Development Board, Anand, India showing the details of the complete purchase order no. and date, and the description of goods:

- Two copies of commercial Invoice / Original and Duplicate
- Three copies of the Airway bill
- Two copies of case wise packing list showing quantities of goods supplied, number of packing's, weight and measurements of the consignment.
- Two copies of Certificate of Insurance
- Two copies of Certificate of Origin on supplier's letter head.
- Two copies of Phytosanitary Certificate.
- Documents mentioned above should be sent by courier service to NDDB, Anand, at the address given below immediately after the shipment is effected:

**National Dairy Development Board,**  
Post Box No 40, Khetibadi Road,  
Anand – 388 001, (Gujarat), India.  
Fax No.+91 –2692 -260159 & 260157

8. **GUARANTEE:** The supplier shall guarantee to replace without any extra cost the goods if found defective not suitable for use due to bad quality, use of substandard material etc, when brought to the notice of the supplier within 12 calendar months from the date of installation or 15 months from date of supply. The cost of sending the unacceptable /unsuitable material or part thereof for replacement should be borne by the supplier including the customs duty, if any.
9. **ARBITRATION:** In the event of any dispute in the interpretation of the terms of this agreement/ purchase order or difference of opinion between the parties on any point in the purchase order arising out of or in connection with the agreement/accepted purchase order or with regard to performance of any obligation hereunder by either party, the parties hereto shall use their best efforts to settle such disputes or difference of opinion amicably by mutual negotiations. In case no agreement is reached, either party may forthwith give to the other, a notice in writing of the existence of such question, dispute or difference of opinion and the same shall be referred to the adjudication of sole arbitrator to the appointed by "NDDB" whose decision in the matter shall be final and binding on the parties. The arbitration proceedings shall be governed under the provisions of the Indian Arbitration & Conciliation Act, 1996 and the rules thereunder or any statutory modification thereof for the time being in force. In this agreement/purchase order,



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venue of such arbitration shall be Anand (Gujarat) and courts at Anand alone shall have jurisdiction regarding any matter arising out of this agreement.

10. **JURISDICTION:** Anand (Gujarat) only.



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### Annexure - 15, List of Royalty Items

Following are the items for which Royalty Agreements are generally finalized by NDDB. The list is dynamic in nature.

Sr. No.	Item Description
1	Pan Mixer for Urea Molasses Plants
2	Rotary Pneumatic Pressing Device for Urea Molasses Plants
3	Mineral Mixer Plants
4	Bypass Protein Plant
5	Adulterant Detection Kit





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### Annexure - 16, Format for Board Agenda Note

#### **(SAMPLE FORMAT FOR BOARD AGENDA NOTE – e- TENDERING )**

NOTE ON ITEM NO. \_\_ OF THE AGENDA OF THE \_\_\_<sup>th</sup> MEETING OF THE BOARD OF THE NATIONAL DAIRY DEVELOPMENT BOARD TO BE HELD ON \_\_\_\_\_ (DATE)

-----

To approve the proposal for award of contract on M/s. \_\_\_\_\_ for \_\_\_\_\_ at \_\_\_\_\_ Dairy

-----

#### **Background:**

NDDB has entered into a consultancy service agreement with ----- (Service recipient) for setting up of a ----- . The approved estimated cost of the project is Rs. ----- Lakh out of which Rs. ----- Lakh is allocated for ----- .

#### **Procedural Details:**

The details with regard to the procedures followed in finalizing the contract for ----- (work description) are given in the attached sheet.

#### **Justification for Award of Contract to the Recommended Bidder:**

Considering the type, nature and the estimated value of the job , Local Competitive Bids (LCB) through open tender were invited for the above job following e-tendering procedure.

In compliance with the purchase procedure, a brief combined tender notice was published in the leading newspapers on ----- . Against this notice, ----- bidders submitted their online bids within the stipulated date and time. The technical bids were electronically opened on MSTC's e-tender portal in the presence of representative from ES, Accounts and Purchase Group on ----- .

These offers were evaluated technically and the bids of M/s ----- , ----- and ----- were found not meeting the eligibility criteria, treated as non-responsive and not evaluated further. Remaining bid of M/s ----- was found responsive as per the terms and conditions mentioned in the bidding document. **(The para may be modified suitably as per actual bid responses)**



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The price bid(s) of M/s ----- and ----- were opened on -----  
---, in the presence of ES, Accounts and Purchase Groups.

The status of the responsive bidder after evaluation and security is given below :

SI No.	Name of Bidder	Value after scrutiny (Rs.) excluding/ including GST at the time of bid opening	Value after scrutiny (Rs.) including GST
1	-----	-----	-----

The evaluated prices are free delivery at site and inclusive of GST

M/s ----- meets the eligibility and qualification requirements of the bidding document. The party is technically competent and financially capable to execute the job. The bidder also meets all the technical specifications and commercial terms of the bidding document.

A detailed proposal for award of contract along with recommendations was put upto the Purchase Committee for its consideration. The Purchase Committee has recommended the award of the contract to M/s ----- at a total cost of Rs. ----- on free delivery at site basis inclusive of GST, on the basis of technically accepted and commercially evaluated single (**if only single eligible bid**) offer received against open invitation.

The Board may kindly consider the proposal of the Purchase Committee and adopt the following resolution:

“RESOLVED THAT the proposal to award the contract to M/s. \_\_\_\_\_ for \_\_\_\_\_ (job description) at -----Dairy at a total cost of Rs. \_\_\_\_\_ (in words) on free delivery at site basis inclusive of GST, on the basis of technically accepted and commercially evaluated lowest/ single offer, as set out in the agenda note, be and is hereby approved “



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### Procedural Details

SN	Subject	Information
1	Name of the Project	
2	Bid Reference	
3	Type of Bid	Local Competitive Bidding – e- Tendering
4	Date of opening of 1. Technical Bids 2. Price Bids	
5	Item/Job Description	_____
6	Quantity as per Bid	1 Job
7	Approved Budget/ Estimated Cost	Rs. _____ Lakh including/ excluding GST Rs. ----- Lakh
8	Number of bids received	----- Nos.
9	Number of valid bids	----- Nos.
10	Recommended Bidder	M/s _____
11	Total Contract value on the Recommended Bidder	Rs. _____ (In words) on free delivery at site basis inclusive of GST.
12	Job Completion Period	----- Months
13	Remarks	On technically accepted and commercially evaluated single <b>(In case of single eligible bid)</b> offer basis



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### Annexure – 17, Format for Agenda note for information to Board for proposals approved under Nomination Basis

Particulars of the approval granted by the Executive Director-I appointment of M/s. \_\_\_\_\_ for supply of goods/ providing services for Project name \_\_\_\_\_ on nomination basis.

1	Description of project	
2	Estimated cost	
3	Item / job description	
4	Purchase procedure	On Nomination Basis
5	Basis of selection	
6	Order value	
7	Recommended bidder	
8	<u>Reasons for granting approval under nomination basis</u>	



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### Annexure - 18, Contractor's declaration for Final Bill Settlement

*(to be given by the Contractor on his letter head)*

#### **DECLARATION**

We, M/s. \_\_\_\_\_ confirm that our Final Bill with respect to (name of the work) for (name of project) covers all the items executed against the Order No. \_\_\_\_\_ dated \_\_\_\_\_. We accept the payment of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Only) towards final bill for the works as full and final settlement against the above Purchase Order.

There is no further claim of any type whatsoever from our side against the Purchase Order/ Contract referred to above.

Signature with Seal  
(Authorised Signatory)

Date:



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### Annexure - 19, Format of Company / Corporate Guarantee

[On the Non-judicial stamp paper of required value (minimum Rs.100/-) as per the Stamp Act of Local State Government from where the guarantee is issued]

#### UNDERTAKING

Date: \_\_/\_\_/\_\_\_\_

We \_\_\_\_\_ (name of the Supplier) having its registered office at \_\_\_\_\_ (address of the supplier) hereby undertake on this \_\_\_\_ day of \_\_\_\_\_ (month) \_\_\_\_\_ (year) to the following:

WHEREAS the National Dairy Development Board (hereinafter referred to as NDDB -in the capacity of pure agent on behalf of Service Recipient) has placed a purchase order no. \_\_\_\_\_ dated \_\_\_\_\_ with us for the supply/ supply, erection and commissioning of \_\_\_\_\_ (mention name of the equipment/job) to \_\_\_\_\_ (name of Project).

AND WHEREAS, the purchase order was accepted by us and it was agreed between us and the Service Recipient that the 10% value of the purchase order would be released on submission of a Bank guarantee for an equivalent amount for the satisfactory performance of the equipment/services.

AND WHEREAS, we have submitted a bank guarantee for a sum of Rs. \_\_\_\_\_ bearing no. \_\_\_\_\_ dated \_\_\_\_\_ from \_\_\_\_\_ (mention name & address of the Bank) for the performance security and the bank guarantee is expiring on -----

AND WHEREAS, the equipment is yet to be installed and commissioned AND WHEREAS, we are responsible for the Performance of the equipment supplied by us to the service recipient.

AND WHEREAS, we being a unit registered under Companies Act vide no. \_\_\_\_\_ are unable to bear such further extension of the bank guarantee and requested the Service Recipient to return the bank guarantee submitted by us, subject to the fulfillment of an undertaking given below:

WE therefore, undertake that:

- a) At the time of installation and commissioning, if the equipment is found defective, the same shall be replaced by us immediately.
- b) We further undertake to perform other contractual obligations as per the purchase order no. \_\_\_\_\_ dated \_\_\_\_\_ .



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c) We further hereby guarantee for the due performance of equipment supplied against the above order up to the period -----.

Signed, sealed and delivered by \_\_\_\_\_ (Name & designation), for and on behalf of M/s \_\_\_\_\_ .

Place:

Date:

\_\_\_\_\_  
(SIGNATURE)  
SEAL

In presence of : \_\_\_\_\_  
Name : \_\_\_\_\_  
Address : \_\_\_\_\_  
\_\_\_\_\_

Note: Copy of Power of Attorney for the authorized signatory is to be furnished along with this guarantee.



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### Annexure - 20, Civil Bill General Overview Report

National Dairy Development Board

#### Civil Bill General Overview

Project ID: \_\_\_\_\_ Contract CD: \_\_\_\_\_

Project Name: \_\_\_\_\_ Contractor Name: \_\_\_\_\_

PO No: \_\_\_\_\_ PO Date: \_\_\_\_\_

RA Bill No: \_\_\_\_\_ RA Bill Date: \_\_\_\_\_

Bill Transaction Type	Amount (Rs.)
Sec Advanced Curr	
Price Escalation	
Price Adjust	

Recoveries to made:

Sr. No.	Description	%	Amount (Rs.)
1	Water charges		
2.	Electricity Charges		





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### Annexure – 21, Contractor's letter for Bill submission

*(Format of Contractor's letter for bill submission)*

*(On the Letterhead of the Contractor)*

Ref.: \_\_\_\_\_

Date \_\_\_\_\_

Managing Director

..... Dist. Cooperative Milk Producers Union Ltd.

A/C - (name of Project)

c/o NDDDB, (location)

Sub: Submission of \_\_\_\_ RA Bill for (Name of the work) of (name of the Project)

Ref.: Order no.: \_\_\_\_\_ dated \_\_\_\_\_ .

Dear Sir,

We are attaching herewith joint measurement sheets duly signed for the works done by us from (date) to (date) along with secured advance proforma duly filled & signed for the materials available at site and in our stores. You may please check the same & arrange processing of the same for bill abstract as per your computerized civil billing system . As per our assessment, the value of work done for this RA bill is approx. Rs. \_\_\_\_\_ Lakh. However, this may change after processing the bill. After effecting recoveries as per terms & conditions of the order, payment due to us against the RA bill may be made to us by courier at the earliest through cheque payable at \_\_\_\_\_ in favour of \_\_\_\_\_ .

We once again confirm that the total value of work done for this RA bill as indicated by us above is only as estimated manually by us and we shall accept the bill abstract calculated by your system as per terms, conditions and rates of PO. After checking and processing of RA bill, details may be provided to us for our information and records.

We also further confirm the following:

1. The contractors All risk insurance policy taken by us for this work is presently live & valid upto \_\_\_\_\_ .
2. The workmen compensation policy taken by us for this work is presently live & valid upto \_\_\_\_\_ .
3. Performance security deposit BG taken by us for this work is presently live & valid upto \_\_\_\_\_ .



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4. The RSD BG taken by us for this work is presently live & valid upto \_\_\_\_\_ .
5. The Additional Performance security deposit BG for low quoted items taken by us for this work is presently live & valid upto \_\_\_\_\_ .

Thanking you,

Yours truly,  
for M/s (**Contractor's name**).

Authorized Signatory

Encl: As above

Copy to: NDDB (controlling office).

: Site Engineer/ NDDB (Name of Project)



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### Annexure - 22, Contractor's Performance Certificate

#### PERFORMANCE REPORT OF WORKS DONE

1. Name of work  
Project & Location:
2. Name of the Contractor:
3. Agreement No./P.O. No.:
4. Estimated Cost Rs.:
5. P.O./ Contract Price:
6. Date of Commencement:
7. Date of Completion:
  - a) Stipulated date of completion as per P.O.:
  - b) Modified date/ Actual date of completion :
8. Performance Report:                      Satisfactory/ non satisfactory

This is being issued based on a request received from \_\_\_\_\_ and details given as above are exclusively related to above Purchase Order/ Contract and based on records.

Date:

Place:

Authorized Signatory

*(Strike out whichever is not applicable)*



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### Annexure - 23, Format for claiming Secured Advance

\_\_\_\_\_ District Coop. Milk Producers Union Ltd

#### DETAILS FOR SECURED ADVANCE AGAINST MATERIAL BROUGHT TO SITE

**Project Code :**

**Contractor Code :**

**Project Name :**

**Contractor Name :**

**RA Bill No :**

Sr.	Description	Qty.	UOM	Unit Rate (Rs.)	Amount (Rs.)	% of Advance	Total Amount (Rs)
	Total						

Certified that the above materials I/We have actually brought at site and I/We have not previously received any advance on the same materials. These materials are of imperishable nature and are actually required for use of work in connection with items for which rates for finished work have been agreed upon the agreement has been signed and executed. The above materials on which secured advance is applied are our own property and free from encumbrances of any kind and I/We will indemnify the board against all claims to any materials in respect of which an advance has been made as aforesaid

I/We shall be make at my/our own cost all necessary and adequate arrangements for proper watch, safe custody and protection against all risks of the said materials until used in construction as per contract

The said materials shall remain at the site of the said works in the contractors custody and on his own responsibility and shall at all times be open to inspection by the board or any Officer authorised by him. In the event of the materials or any part thereof being stolen, destroyed or damaged or becoming deteriorated, I/We will forthwith replace the same with other materials of like quality or repair and make good, the same as required by the board

It is hereby agreed and declared that notwithstanding anything in the contract agreement and without prejudice to the powers contained therein if and whenever the



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covenant for payment and repayment herein before contained shall become enforceable and the money owing shall not be paid in accordance there with the board may at any time thereafter adopt all or any of the following courses as he may deem best:

- a) Seize and utilise the said materials or any part thereof in the completion of the said works on behalf of the contractor in accordance with the provisions in that behalf contained in the said agreement debiting the contractor with the actual cost of effecting such completion and the amount due in respect of advance under these presents and crediting the Contractor with the value of work done as if he had carried it out in accordance with the said agreement and at the rates thereby provided. If the balance is against the Contractor he is to pay same to the board on demand.
- b) Remove and sell by public auction the seized materials or any part thereof and out of the moneys arising from the sale retain all sums aforesaid repayable or payable to the board under these presents and pay over the surplus( if any ) to the Contractor.
- c) Deduct all or any part of the moneys owing out of the security deposit or any sum due to the Contractor under the said agreement.

Site Engineer/ NDDB  
(For Service Recipient)

Signature of the Contractor  
Authorized Signatory



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### Annexure - 24, Information for Capital Items

#### INFORMATION TO BE PROVIDED BY ASSET HOLDING GROUP WHILE CERTIFYING BILL FOR A NEW CAPITAL ASSET

S No.	Item	Detail Information
1	Asset Name	
2	Asset Detail (capacity, size, model, manufacturer etc.)	
3	Asset Supplier's Name	
4	Order no	
5	Source of Financing	
6	Basic code	
7	Bill No. & Date	
8	Asset Receipt Date	
9	Asset Holding Group	
10	Stock register reference of asset holding group	
11	Asset Identification No	
12	Asset Location	
13	Date of Asset put to use	
14	Asset No given by Account Group	



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## Annexure 25, Sample Notification of Award Of Contract

HO: PUR:-----:-----:

(Date)-----

### NOTIFICATION OF AWARD OF CONTRACT

(Name & Address of  
Vendor/ Contractor)

**IN DUPLICATE**

Dear Sir,

**Sub :** Notification for award of contract for “(Description of work) ” at -----  
-----

**Ref :** (i) IFB/ Enquiry Ref: -----  
(ii) Bidder's reference -----  
(iii) Any other reference -----

Please refer to your bid submitted in response to above referred IFB/ Enquiry for subject work, subsequent discussions/clarifications and confirmations received. We are pleased to issue this notification of award of contract in your favour for execution of the following job:

S. No.	Work Description	Qty.	Total Value (Rs.)
1.	Description of work at ----- -----  <b><u>Completion Period: -----</u></b>	-----	-----

(Rupees ----- Only)

The above price is

- i. Considering free delivery at site basis.
- ii. Inclusive of applicable GST.

The detailed work order with the schedule of quantities, specifications, price, terms and conditions is being issued separately. This is being issued to you as an advance intimation to start the work immediately.



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This letter of notification of award of contract is issued in duplicate. Kindly return the duplicate copy of this letter duly signed and sealed by you as a token of acceptance.

Thanking you,

Yours faithfully,  
National Dairy Development Board

(Authorized Signatory)

**OR**

On behalf of ----- (Service Recipient)

(Authorized Signatory)  
For National Dairy Development Board  
(In the capacity of Pure Agent)





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### Annexure – 26, Custom Duty exemption certificate

Ref: NDDDB/PUR/DEC/\_\_\_\_

Date. \_\_\_\_\_

Certified that the imports made vide Invoice cited below are exempted from payment of Customs duty on accordance with the Notification No.51/96-Cus. Dated 23/07/1996 GSTIN No. -----& DSIR Registration No. ----- dated -----.

SUPPLIER :

INVOICE NO. :

MAWB No. :

HAWB :

PURCHASE ORDER No. :

CIP VALUE :

DESCRIPTION OF GOODS:

Further, Certified that imports of the above goods in respect of which custom duty exemption are claimed are essential for research programmge.

Authorized Signatory  
for National Dairy Development Board,



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### Annexure – 27, Price Variation for Cement & Reinforcement Steel

#### FOR CONSTRUCTION MATERIALS CEMENT & REINFORCEMENT STEEL ONLY:

The price adjustment amount for Cement shall be worked out on the basis of the following formula. This adjustment shall preferably be worked out on monthly basis & shall be paid/ recovered alongwith running account bills.:

$$VC = PC \times QC \times (CI - C_{10}) / C_{10}$$

Where,

VC : Variation in cement cost i.e. increase or decrease in the amount of rupees to be paid or recovered.

PC : Base price of cement (in rupees per bag of 50 Kgs) to be fixed by the group executing the project at the time of finalization / obtaining technical sanction of the bidding document.

QC : Quantity of cement used (in bags of 50 Kg) during the month under consideration. The quantity of cement consumed shall be worked out on the basis theoretical consumption as per norms. Cement consumed more than the theoretical consumption norms shall not be considered for price adjustment.

C<sub>10</sub>: Index number of Wholesale Prices in India-by Groups and Sub-Groups (Averages) applicable for Cement & Lime published in RBI Monthly Bulletin for the month valid on the last stipulated date of receipt of bids including extensions, if any.

CI: Index number of Wholesale Prices in India- by Groups and Sub-Groups (Averages) applicable for Cement \* Lime published in RBI Monthly Bulletin for the month price adjustment is under consideration.

The price adjustment amount of Reinforcement Steel Shall be worked out on the basis of following formula:

$$VS = PS \times QS \times (SI - S_{10}) / S_{10}$$

Where,

VS : Variation in reinforcement steel cost i.e. increase or decrease in the amount in rupees to be paid or recovered.

PS: Base price of reinforcement steel to be fixed by the group executing the project at the time of finalization / obtaining technical sanction of the bidding document.



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QS : Quantity of reinforcement steel used in Kg during the month under consideration. The quantity of reinforcement steel consumed shall be worked out on the basis of linear measurements & standard unit weight coefficients. The reinforcement steel consumed more than the theoretical consumption norms shall be not considered for price adjustment.

Slo: Index number of Wholesale Prices in India- by Groups and Sub-Groups (Averages) applicable for Steel long published in RBI Monthly Bulletin for the month valid on the last stipulated date of receipt of bids including extensions, if any.

SI : Index number of Wholesale Prices in India- by Groups and Sub-Groups (Averages) applicable for Steel long published in RBI Monthly Bulletin for the month price adjustment is under consideration.

(Indices are available on [http://www.rbi.org.in/scripts/BS\\_View Bulletin.aspx](http://www.rbi.org.in/scripts/BS_ViewBulletin.aspx))



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### Annexure 28 , Format for Evaluation of responsiveness for Consultancy Services

Name of consultancy firm:

Sr. no.	Item	Required response
1.	Has the consultant submitted the requisite bid processing fee and Earnest Money Deposit (EMD)	Yes
2.	Have all the pages required to be signed by the authorized representative of the consultant been signed	Yes
3.	Has the power of attorney been submitted in the name of authorized representative	Yes
4.	In the case of JV/ consortium, whether the MOU has been submitted	Yes
5.	Has the consultancy submitted all the required forms of the technical proposal	Yes
6.	Technical proposal does not contain any financial information	Yes
7.	Is financial proposal submitted separately in a sealed cover	Yes



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### Annexure 29, Format for Simplified Evaluation of Quality (LCS/ EoI) for Consultancy Services

(If so specified in Bid document)

Sr. no.	Item	Required response
1.	Does the consultancy firm have the required experience	Yes
2.	Does the proposed methodology of work fulfill the objectives of the assignment/job till the last detail of the TOR	Yes
3.	Do the methodology, work plan and staffing schedule provide coverage of the entire scope of work as described in TOR	Yes
4.	Does the team leader fulfil the minimum educational qualification and experience criteria	Yes
5.	Has the consultant provided for all the professionals for requisite expertise	Yes
6.	Does the key professional (indicate the position) fulfil the minimum educational qualification and experience criteria. (evaluate for all the proposed key personnel)	Yes
7.	Does the staffing schedule including the key professionals proposed, the responsibility assigned to them and the support staff together is adequate for performing the entire scope of work indicated in the TOR.	Yes

Note: If the answer is yes, in all the cases, the consultancy firm is considered technically qualified for the assignment.



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### Annexure 30, Format for detailed Technical Evaluation for Consultancy Services – Summary Sheet

(If so specified in RFP)

(To be compiled from Annexure\_31A, 31B and 31C)

Sr. No.	Name of the consultant	Firms' experience marks awarded	Methodology and work schedule marks awarded	Qualifications of key professionals marks awarded	Total marks awarded	Ranking of technical marks
		Max. marks=	Max. marks=	Max. marks=	Max. marks 100	



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### Annexure 31A, Evaluation of Consultancy Firm's Experience

(Averaged from individual worksheets of CEC members)

Sr. no.	Name of the consultancy	Firm number of projects of similar nature	Marks awarded
			Max. Marks =



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### Annexure 31B, Evaluation of Methodology & Work Schedule

(Averaged from individual worksheets of CEC members)

Sr. no.	Name of consultancy	Firm's understanding of TOR – Marks awarded	Work plant and methodology – Marks awarded	Organization and staffing for the proposed assignment – Marks awarded	Total marks awarded
		Max. Marks=	Max. Marks=	Max. Marks=	Max Marks=





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## Annexure 31C, Evaluation of the Key Professionals

(Averaged from individual worksheets of CEC members)

Name of the Consultancy Firm:

Sr. No.	Name of the key professionals	Educational qualification	Marks awarded	No. of projects of similar nature	Marks awarded	Experience of the region (No. of projects in the region)	Marks awarded	Total marks (4+6+8)
			Max. marks =		Max marks =		Max marks =	
1	2	3	4	5	6	7	8	9
<b>Grand total for the consultant:</b>								

Name of the Consultancy Firm:

<b>Grand total for the consultant:</b>								

<b>Grand total for the consultant:</b>								

<b>Grand total for the consultant:</b>								

<b>Grand total for the consultant:</b>								



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### Annexure 32, Incoterms 2010 – Rules – Chart of Responsibilities

#### Incoterms:

Incoterms rules mainly describe the tasks, costs and risks involved in the delivery of goods from the seller to the buyer. The risk to goods (damage, loss, shortage, and so on) is the responsibility of the person who holds the 'title of goods' at that point of time.

This may be different from actual physical possession of such goods. Normally, unless otherwise defined, the title of goods passes from the supplier to the purchaser in accordance with the terms of delivery (FOR, CFR, among others).

The terms of delivery, therefore, specify when the ownership and title of goods pass from the seller to buyer, along with the associated risks. Incoterms as described by the International Chamber of Commerce are an internationally accepted interpretation of the terms of delivery. These terms of delivery allocate responsibilities to the buyer and seller, with respect to:

- i) Control and care of the goods while in transit;
- ii) Carrier selection, transfers and related issues;
- iii) Costs of freight, insurance, taxes, duties and forwarding fees; and
- iv) Documentation problem resolution and other related issues

In use since 1936, Incoterms have been revised in 2010. Out of the 11 Incoterms options, seven apply to all modes of transportation whereas four apply only to water transportation.

The options range from one extreme – the buyer takes full responsibility from point of departure – to the other extreme: the seller is responsible all the way through delivery to the buyer's location.

It is easiest to understand terms as per their nomenclature groupings:

- (i) 'ex' group of terms where the buyer takes full responsibility from point of departure;
- (ii) 'free' group of terms in which the freight is not paid by the seller;
- (iii) 'C' group of terms in which the freight is paid by the seller; and
- (iv) 'delivered' group of terms where the seller takes full responsibility from an intermediate point to an arrival point

Within national transportation, certain terms have assumed acceptance due to usage. FOR has two versions: FOR/dispatching and FOR/destination (the buyer is responsible from the nominated point mentioned till arrival point, as in Delivery at Terminal). Infrequently, it is also used in road transport as FOT.



# Purchase & Works Manual

**INCOTERM CHART OF RESPONSIBILITY-2016**

Inco-term	Loading on truck (carrier)	Export-cusotms declaration	Carriage to port of export	Unloading of truck in port of export	Loading charges in port of export	Carriage to port of import	Unloading charges in port of import	Loading on truck in port of import	Carriage to place of destination	Insurance	Import customs clearance	Import taxes
EXW	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer
FCA	Seller	Seller	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer
FAS	Seller	Seller	Seller	Seller	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer
FOB	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer
CFR	Seller	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Buyer	Buyer	Buyer	Buyer
CIF	Seller	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Buyer	Seller	Buyer	Buyer
DAT	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Buyer	Buyer	Buyer
CPT	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer	Buyer
DAP	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer
CIP	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Buyer	Buyer
DDP	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller	Seller

Source: <http://www.dovelogistics.com/incoterms-2016>



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INCOTERMS Options	Applicable to
<b>(i) Ex-Group of Terms</b>	Buyer takes full responsibility from point of departure
EXW – Ex-Works	Any mode of transport
<b>(ii) Free Group of Terms</b>	freight is not paid by the seller
FCA – Free Carrier	Any mode of transport
FAS – Free Alongside Ship	Sea and inland transport only waterway
FOB – Free On Board	
<b>(iii) C Group of Terms</b>	Freight is paid by the seller
CPT – Carriage Paid To	Any mode of transport
CIP – Carriage and Insurance Paid to	Any mode of transport
CFR – Cost and Freight	Sea and inland transport only waterway
CIF – Cost, Insurance and Freight	
<b>(iv) Delivered Group of Terms</b>	Seller takes responsibility from an intermediate point onwards
DAT – Delivered At Terminal	Any mode of transport
DAP – Delivered At Place	Any mode of transport
DDP – Delivered Duty Paid	Any mode of transport



## Purchase & Works Manual

### Annexure 33, Abbreviations used

Abbreviation	Description
A/cs	Accounts
AHR	Alarming High Rates
ALR	Alarming Low Rates
AMC	Annual Maintenance Contract
ARC	Annual Rate Contract
BG	Bank Guarantee
CAR	Contractor's All Risk Policy
CIF	Cost Insurance Freight
C&F	Cost & Freight
DOP	Delegation Of Power
EMD	Earnest Money Deposit
Eoi	Expression of Interest
ES	Engineering Services
FH	Functional Head
FOB	Free On Board
FOR	Free On Rail/ Road Head
GeM	Government e-Marketplace
GH	Group Head
GRN	Goods Receipt Note
GST	Goods and Services Tax
HO	Head Office
HR	Human Resources
ICB	International Competitive Bid
IFB	Invitation For Bids
LC	Letter of Credit
LCB	Local Competitive Bid
LCS	Least Cost Selection
LD	Liquidated Damages
LoI	Letter of Intent
MOU	Memorandum of Understanding
MSME	Medium, Small and Micro Enterprises
NIT	Notice Inviting Tender
NOAC	Notification of Award of Contract
PR&C	Public Relations & Communications
PUR	Purchase
QCBS	Quality and Cost Based Selection
RCB	Restricted Competitive Bid
RH	Regional Head
REOI	Request for Expression of Interest



## Purchase & Works Manual

<b>Abbreviation</b>	<b>Description</b>
RFP	Request For Proposal
RFQ	Request For Quotation
SBD	Standard Bidding Documents
SE	Site Engineer
SOR/SOQ	Schedule of Rates/Quantities
SSS	Single Source Selection
TL	Team Leader
TOR	Terms of Reference